BANGALORE METRO RAIL CORPORATION LIMITED

eTender through KPP Portal

For

SELECTION OF LICENSEE FOR RETAIL OUTLET AT METRO STATION

Tender No. BMRCL/A (PD)/RETAIL OUTLET-18/2025-26
DATED: 20/01/2026

January - 2026

Corporate office
3rd Floor, BMTC Complex,
Kengal Hanumanthaiah Road,
Shanthinagara, Bengaluru – 560 027.
KARNATAKA – INDIA

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Bangalore Metro Rail Corporation Limited,

3rd Floor, BMTC Complex KH Road, Shanthinagara,
Bangalore 560 027

TENDER DOCUMENT FOR

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DISCLAIMER

The information contained in this Bid Document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Bangalore Metro Rail Corporation Limited or any of its employees or consultants, is provided to Bidders on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is neither an agreement nor an offer and is only an invitation by BMRCL to the prospective Bidders who are qualified to submit their Bids. The purpose of this Bid Document is to provide interested Bidders with information that may be useful to them in the formulation of their Bid. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by BMRCL. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for BMRCL, its employees or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BMRCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BMRCL, its employees and consultants make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document.

BMRCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document. BMRCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document. The issue of this Bid Document does not imply that BMRCL is bound to appoint the selected Bidder and BMRCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BMRCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and BMRCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

SECTION – 1: NOTICE INVITING TENDER AND KEY DETAILS

1.1 Introduction

1.1.1 Bangalore Metro Rail Corporation Limited is a joint venture company constituted by the Government of Karnataka and the Government of India and incorporated under the Companies Act, 1956.

1.1.2 BMRCL has been established with the principal objective of planning, designing, developing, constructing, maintaining, operating and financing mass transit and other urban transport systems of all types and description in Bengaluru. In pursuance of this objective, BMRCL is in the process of constructing a metro rail system for Bengaluru and has branded the metro rail for Bengaluru as "Namma Metro".

1.1.3 "Namma Metro" is a registered brand owned by BMRCL. The Namma Metro stations are located in prime locations and are recognised by marketing professionals as a consumer draw. BMRCL proposes to leverage on both the brand "Namma Metro" and the stations and properties being located in the vicinity of major commercial hubs of Bengaluru for realizing a potential source of non-fare box revenue. One of the sources of non-fare box revenue is through licensing of spaces for commercial use in and around the metro stations.

1.2 Invitation to Submit Bid

1.2.1 BMRCL hereby invites interested parties to submit Bid through Karnataka Public Procurement Portal (e-Procurement Portal), as per the terms and conditions described in this Bid Document, for selection for award of a license to design, establish and operate a Retail Outlet in accordance with the terms of this Bid Document. The selection of the Licensee(s) shall be undertaken through an open competitive bidding process in accordance with the terms of this Bid Document.

1.2.2 Bidders are advised to be completely informed about the process and the terms and conditions for the selection of a Licensee before submitting/uploading their Bid, by careful study of the Bid Document, attending the Pre-Bid Meeting and making their own enquiries, as may be required, in accordance with the terms hereof, before submitting their Bid.

1.3 Registration:

a) The Bidder is required to enrol on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) by clicking on the link "Bidders Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Bidders are required to choose a unique user name to assign a password for their accounts.

c) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Bidder.

d) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

e) Only one (01) valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

f) Bidders should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

1.4 Searching for tenders/bids:

Once the Bidders have selected the proposal Bids/Tenders and if they are interested to participate, the Bidders can pay non-refundable processing fee–to Karnataka Public Procurement Portal. It will be the responsibility of the Bidder to check the website and see any Addendum/Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals accordingly.

1.5 Other Information:

1.5.1 Tender/s must be accompanied by Earnest Money Deposit (EMD) as specified in clause 2.13 of section - 2 below, drawn in favour of "Bangalore Metro Rail Corporation Ltd". EMD will have to be paid in full through online payment in e-Procurement Portal (or) submitted in any one of the form of Electronic Bank Guarantee (eBG) or Bank Guarantee, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 60 days beyond the validity of the Tender (i.e. 240 days from the date of submission of Tender).

1.5.2 BMRCL shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by BMRCL before the date for tender submission Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the offered spaces and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

1.5.3 Tenders must be submitted electronically through Karnataka Public Procurement Portal /eProcurement Portal (https://kppp.karnataka.gov.in) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

All Bidders are requested to note that the originals of these documents, as listed under:

a. Earnest Money Deposit (EMD)
b. Hardcopy of any other documents as and when demanded by BMRCL.

Should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office (address as mentioned in the Key details) within 5 working days after the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

1.5.4 'Qualification cum Technical Bid' will be opened as per the specified time and date published in the e-Procurement portal.

1.5.5 Registered Bidders with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum / BMRCL's response to pre-bid queries, etc.

1.5.6 BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, system problems, loss of electronic information/data etc.

1.5.7 Any corrigendum/addendum issued to the Bid document, shall be published on KPP portal. It is the Bidder's responsibility to submit/upload its Bid taking into account all addenda/corrigenda issued.

1.5.8 BMRCL reserves the right to accept or reject any or all Bids received at its absolute discretion, without assigning any reason whatsoever.

1.5.9 For further clarifications/details, contact Tender Inviting Authority: Director (Finance), BMRCL on 080-22969300, 080-22969301. E-mail: pdretail@bmrc.co.in.

For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

Sd/-
Director (Finance)
BMRCL

1.6 Key details:

1.	Date of Issue of Bid Document	As per Date and Time specified in e-Procurement Portal.
2.	Bid Security/EMD	As per clause 2.13 of section – 2.
3.	Site visit	On all Working Days between 11:00 am. and 5:00 pm. (IST) from 20-01-2026 till the date of pre bid meeting. Contact no. 080-22969300, 080-22969301
4.	Pre-Bid Meeting details	As per Date and Time specified in e-Procurement Portal.
5.	Clarification on bid queries by BMRCL	As per Date and Time specified in e-Procurement Portal.
6.	Last Date & Time of Submission of Bid	As per Date and Time specified in e-Procurement Portal.
7.	Date & Time of Opening of Technical Bids	As per Date and Time specified in e-Procurement Portal.
8.	Date and Time of opening of Financial Bids	Will be intimated to the Qualified Bidders through e-Procurement Portal. Bidders to trace the same.
9	Download of Tender Document	Tender document to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in)
10	Address for communication and submission of EMD.	The Director (Finance) Bangalore Metro Rail Corporation Limited, 3rd Floor, BMTC Complex, K.H Road, Shanthinagara, Bengaluru-560027 Karnataka, India.
11	Bid Validity	180 days from the last date of submission of bid.

Seal and signature of the Bidder
Name of the Bidder:
Address:

SECTION – 2: INSTRUCTIONS AND TERMS AND CONDITIONS OF PARTICIPATION IN THE TENDER

2.1 Definitions

2.1.1 Capitalised terms appearing in this Bid Document shall, unless the context otherwise requires, have the meanings ascribed to them in this Clause 2.1.1:

(a) "**Affiliate**" shall, with respect to a Bidder, mean any entity which, directly or indirectly, (a) Controls such Bidder, (b) is controlled by such Bidder, or (c) is controlled by the same entity who, directly or indirectly, Controls such Bidder. For the purpose of this definition, "**Controlling**", "**Controlled by**" or "**Control**" with respect to any entity, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities, by agreement or otherwise, or (b) the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such entity, or (c) the possession, directly or indirectly, of a voting interest of more than 50% in such entity;

(b) "**Applicable Law**" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority, and specifically including the municipal and local authorities in Bengaluru, Karnataka, whether in effect on the date of issuance of this Bid Document or thereafter;

(c) "**Applicants**" shall mean persons who have purchased this Bid Document in accordance with the terms hereof;

(d) "**Bid**" shall mean a valid, final and binding offer, which includes the Qualification and Technical Documents and Financial Bid(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document;

(e) "**Bidder**" shall mean a Bidder which submits a final, valid and binding Bid, on the terms and conditions contained in this Bid Document;

(f) "**Bid Document**" shall mean this bid document, including all annexures, appendices attached hereto and any addenda/corrigendum issued in accordance with the terms hereof;

(g) "**Bid Due Date**" shall mean the cut-off time and date for submission of Bids mentioned in the Key Details;

(h) "**BMRCL**" shall mean the Bangalore Metro Rail Corporation Limited, a joint venture company constituted by the Government of Karnataka and the Government of India and incorporated under the Companies Act, 1956, having

its registered office at BMTC Complex, 3rd Floor KH Road, Shantinagara, Bengaluru, 560 027;

(i) **"BMRCL Event of Default**" shall have the meaning ascribed to such term in Clause 7.8.3 of Section -7 hereof;

(j) **"Category"** shall mean each category of outlet described in Table – I: RETAIL AREA in Clause 2.6 of Section -2 hereof;

(k) **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bid process;

(l) **"Concept and Design Proposal"** shall mean the proposal to be submitted in accordance with Clause 2.10.4 of Section – 2 hereof;

(m) **"Conflict of Interest"** shall have the meaning ascribed to such term in Clause 2.11.1 of Section 2 hereof;

(n) "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of BMRCL who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BMRCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the License Agreement, who at any time has been or is a legal, financial or technical adviser of BMRCL in relation to any matter concerning the objectives of this bid process;

(o) **"Eligibility Criteria"** shall mean the criteria described in Clause 2.8 of Section - 2 of this Bid Document;

(p) **"EMD" or "Earnest Money Deposit**" shall mean the deposit to be furnished by the Bidders in accordance with Clause 2.13 of Section - 2 of this Bid Document;

(q) "**Financial Bid**" shall mean an unconditional and unequivocal financial bid in respect of a particular Location to be provided in the relevant format provided at Appendix IV of Section - 8 of this Bid Document;

(r) "**Financial Year**" shall mean the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year;

(s) **"Fit-Out Period"** shall have the meaning ascribed to such term in Clause 7.2 hereof;

(t) **"Fraudulent Practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

(u) "**Governmental Authority**" shall mean the Government of India, the Government of Karnataka, and any other government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

(v) "**Grace Period**" shall have the meaning ascribed to such term in Clause 7.2 hereof;

(w) "**Key Details**" shall mean the details provided in Section -1 of this Bid Document;

(x) "**License**" shall mean the license granted under the License Agreement to undertake the activity of designing, establishing and operating and managing the relevant Retail Outlet;

(y) "**License Agreement**" shall mean the agreement to be entered into between BMRCL and each Licensee for the award of the License, a draft form of which is provided in Appendix V of Section - 8 of this Bid Document;

(z) **"Licensee Event of Default**" shall have the meaning ascribed to such term in Clause 7.8.2 of Section 7 hereof;

(aa) "**License Fee**" shall mean the amount quoted by the Licensee in its Financial Bid, which shall be paid by the Licensee to BMRCL as per the terms of Clause 6.1 of Section -6 hereof;

(bb) "**Location(s)**" shall mean each of the locations described in Clause 2.5.1 of Section -2 hereof, to be provided on as is where is basis to the Licensee for the purpose of undertaking the License;

(cc) "**LoA**" or "**Letter of Acceptance**" shall have the meaning ascribed to such term in Clause 5.8.1 hereof;

(dd) "**Material Breach**" shall include, but not be limited to, the following events:

(i) Failure by the Licensee to pay the License Fee, the Maintenance Fee or the Utility charges to BMRCL or BESCOM & BWSSB as and when they fall due;

(ii) Failure by the Licensee to reimburse to BMRCL any amounts claimed by BMRCL pursuant to the terms of the License Agreement;

(iii) Failure by the Licensee to procure and obtain requisite insurance as per the terms of the License Agreement;

(iv) Failure by the Licensee to comply with any requirements under Applicable Law;

(v) Commencement of commercial operations at the Outlet prior to receipt of approval for the same;

(vi) Failure by the Licensee to comply with any notice or directions issued by BMRCL in accordance with the terms of the Agreement and within the prescribed timelines;

(vii) If the Licensee commits, permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions under the Agreement;

(ee) "**Net Worth**" shall have the meaning ascribed to such term in Clause 2.9.1 (c) & (d) of Section -2 hereof;

(ff) **"Pre-Bid Meeting"** shall mean the pre-bid meeting to be held at the date and time indicated in the Key Details in accordance with Clause 2.15 of Section -2 hereof;

(gg) **"Qualified Bidders"** will mean those Bidders who have been shortlisted after evaluation of the Qualification and Technical Documents;

(hh) **"Qualification and Technical Documents"** shall mean the proposal comprising all the documents listed in Clause 3.4.6 of Section -3 of this Bid Document;

(ii) **"Reserve Price"** shall mean the minimum price to be quoted by the Bidders in respect of each Location, as prescribed in Clause 2.5.4;

(jj) **"Restrictive Trade Practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process;

(kk) **"Retail Outlet"** shall mean an outlet set up for any one Category of services indicated in Table - I in Clause 2.5.1 of Section -2 hereof;

(ll) **"Security Deposit"** shall have the meaning ascribed to such term in Clause 6.2 of Section -6 hereof;

(mm) **"Selected Bidder(s)"** shall mean the Bidder(s) selected by BMRCL for the purposes of executing the License Agreement subject to and on the terms and conditions specified therein;

(nn) **"Technical Capacity"** shall mean the qualifications listed in Clause 2.10 of Section -2 hereof;

(oo) **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by BMRCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest;

(pp) **"Utilities"** shall have the meaning ascribed to such term in Clause 6.4 of Section -6 hereof; and

(qq) **"Working Day"** shall mean any day other than a Sunday or a public holiday within the State of Karnataka.

2.2 Information To Bidder

2.2.1 BMRCL is engaged in the implementation, commissioning & operation of the mass rapid transit system at Bengaluru and as part of this endeavour, BMRCL has decided to undertake property development at the Metro Stations and terminal stations that would provide passenger amenities and facilities in all its operational metro stations. In this tender BMRCL wishes to offer commercial space for following categories of retail outlet:

Sl. No.	Location Code	Name of the Station	Business Category – Bidders to choose only one category from the below	Approx. area in sqft.
I	II	III	IV	V
1	RO-BIEC-GL-1	Madavara	1. Bakery & Snacks **or** 2. Confectionery Shop **or** 3. Pharmacy	280
2	RO-YPM-GL-10	Yeshwanthapura	1.Quick Service Restaurant **or** 2. Apparels & footware **or** 3. Pharmacy	735
3	RO-SPGD-OS-1	Mantri Square Sampige Road	1. Logistic Services **or** 2. Warehouse **or** 3. Apparels and footware	8,000
4	RO-KRMT-GL-1	KR Market	1. Quick Service Restaurant **or** 2. Showroom **or** 3. Surgical Equipment	1,150
5	RO-KRMT-GL-2	KR Market	1. Coffee/ Tea Shop **or** 2. Pharmacy **or** 3. Apparels & footware	825
6	RO-BSNK-CL-1	Banashankari	1. Confectionery Shop or 2. Gift Shop or 3. Books & Stationary	330
7	OR-ITPL-CL-FOB-1	Pattandur Agrahara	1. High Street Pastry & Cafe or 2. Health & Personal Care or 3. Gift Shop	840

2.2.2 **Important Conditions:**

i. The Bidder shall quote his monthly license fee in the appropriate section in the KPP Portal. The monthly license fee shall be determined through a competitive bidding process.

ii. Any Bidder quoting an amount lower than the specified Minimum License Fee shall be considered **non-responsive** and shall be **summarily rejected.** Bidders are required to ensure that their quoted license fee is equal to or higher than the Minimum license fee.

iii. The license Fee quoted by the selected Bidder shall remain firm and unchanged throughout the License Period, except the addition of the **Seven Percentage (7%)** of escalation compounded and shall be payable annually in advance, as per the schedule stipulated in the License Agreement.

2.3 Invitation of Proposal

2.3.1 BMRCL invites proposals from applicants/Bidders comprising pre-qualification/technical proposal, and financial bid (Two stages) to select Bidder for the above retail space identified at the above mentioned Metro Stations in accordance with the procedure set out herein.

2.3.2 Although a common Tender document is issued for all **thirteen (13) categories** of retail outlets, a Bidder must choose one category for one particular location and submit the financial bid only for the category in which they wish to participate.

2.3.3 A Bidder intending to participate for more than one location shall submit a separate bid for each location. For any given location, the Bidder shall select only one category as specified in Clause 2.5.1 and submit only one bid accordingly. Submission of more than one bid by the same Bidder for the same location, whether under the same or different categories, shall not be permitted and such bids shall be treated as non-responsive and liable for rejection.

2.3.4 Each of BMRCL stations has been constructed keeping aesthetics in view. The retail space is offered to the Bidders is on “as is where is” basis. Therefore to ensure that the Outlet, to be set up by the Bidder, adds to the aesthetics of the station and other security considerations, the Bidders are required to file, as part of the technical proposal, the Concept and Design of the outlet, which shall be world class in terms of excellence in design, performance, quality and consumer satisfaction and value when compared with similar outlets anywhere in the world. The Bidders are also required to make a power point presentation explaining their concept and design. The details of the technical proposal regarding concept & design is stated at clause 2.10.4 of Section - 2. The Bidder is advised to visit the location physically and familiarize themselves with the site conditions before participating in the Tender.

2.3.5 Bidders are advised to go through the bid document carefully and prepare their submission. For the convenience of the Bidders a pre-bid conference has also been

arranged on the date mentioned in the key details. Bidders may send their queries as detailed in clause 2.14

2.4 **Contents of the Bid Document**

2.4.1 This Bid Document comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 2.17 hereof.

Section - 1	Notice Inviting Tender and Key Details
Section - 2	Instructions & Terms and Conditions for participating in the tender
Section - 3	Preparation and Submission Of Bid
Section - 4	Qualification and Technical Criteria
Section - 5	Financial Bid Criteria
Section - 6	Payments
Section - 7	Key terms of the License
Section - 8	Appendices and Annexures
Section - 9	Layout Plans

2.5 Details of the retail space offered in this tender

2.5.1 The retail outlet offered at said metro stations as mentioned in **Table – I** below, indicating name of the station, location code, the business category of retail outlet available, the approximate area in square feet, the layout details, the maximum power load considered for the retail outlet, availability of water and data connection. In respect of the layout plan, the Bidders are to refer to the relevant Layout Plan Appendix mentioned at Section - 8.

Table – I: Retail Outlet Location Details

Sl. No	Location Code	Name of the Station	Business Category – Bidders to choose only one category from the below	Approx. area in sqft.	Common Area Maintenance Charges at Rs. 5/- per sq. ft. per month	*Maxi-mum power availability (in KW)	**Water avail-ability per day (in litres)	Including sign board the maximum Height of Retail Outlet (in ft.)
I	II	III	IV	V	VI	VII	VIII	IX
1	RO-BIEC-GL-1	Madavara	1. Bakery & Snacks **or** 2. Confectionery Shop **or** 3. Pharmacy	280	Applicable	6	500	10

Sl. No	Location Code	Name of the Station	Business Category – Bidders to choose only one category from the below	Approx. area in sqft.	Common Area Maintenance Charges at Rs. 5/- per sq. ft. per month	*Maxi-mum power availability (in KW)	**Water avail-ability per day (in litres)	Including sign board the maximum Height of Retail Outlet (in ft.)
2	RO-YPM-GL-10	Yeshwantha pura	1. Quick Service Restaurant **or** 2. Apparels & footwear **or** 3. Pharmacy	735	Not Applicable	15	1500	10
3	RO-SPGD-OS-1***	Mantri Square Sampige Road	1. Logistic Services **or** 2. Warehouse **or** 3. Apparels and footware	8,000	Not Applicable	6	Not Available	10
4	RO-KRMT-GL-1****	KR Market	1. Quick Service Restaurant **or** 2. Showroom **or** 3. Surgical Equipment	1,150	Not Applicable	Not Available	Not Available	10
5	RO-KRMT-GL-2	KR Market	1. Coffee/ Tea Shop or 2. Pharmacy or 3. Apparels & footware	825	Applicable	15	1500	10
6	RO-BSNK-CL-1	Banashankari	1. Confectionery Shop **or** 2. Gift Shop **or** 3. Books & Stationary	330	Applicable	10	Not Available	10
7	OR-ITPL-CL-FOB-1	Pattandur Agrahara	1. High Street Pastry & Cafe or 2. Health & Personal Care or 3. Gift Shop	840	Applicable	15	*1500 Available*	10

Note: ** If the Bidder requires power beyond above mentioned units, BMRCL may provide the same subject to feasibility and availability. If for some reason the required unit is not feasible to provide, the Licensee shall make alternative arrangement for which BMRCL will issue NOC to obtain the connection from BESCOM.*

** *If the Bidder requires water above the mentioned units for each of the categories, BMRCL may provide subject to feasibility and availability. If for some reason the required unit is not feasible to provide, the Licensee shall make alternative arrangement for which BMRCL will issue NOC to obtain the connection from BWSSB. If the licensee wishes to drill a borewell and if the request is feasible by the concerned BMRCL department, then a NOC will be issued the Licensee to obtain necessary permission from all the prescribed authorities and the Licensee shall hand over a copy of the permission granted to the Superintendent Property Division, before commencing the work.*

*** *The area offered at Mantri Square–Sampige Road Metro Station (RO-SPGD-OS-1) is open-to-sky. The successful Bidder will only be permitted to fabricate a temporary steel structure for securing goods. Further, the existing wall towards East (Platform Road) shall not be demolished or cut opened for entry/exit purpose The minimum fit – out period of 60 days will be provided as the structure is temporary in nature.*

****The area offered at KR Market Metro Station (RO-KRMT-GL-1) has trees which needs to be removed. Application has been made for the Tree Officer for its removal. In an any circumstances if this permission is not given for removal of the trees this bid for the location will discharged and the Bidder making bids to this location shall not have any claims what's so ever.*

2.5.2 The Location mentioned in the above Table - I: Retail details at Column II and offered in this Bid Document will be provided to the Licensee on an "as is where is" basis. Bidders are advised to note that the area of the Location mentioned in Table - I: Retail Outlet location details above is only indicative. A joint measurement will be undertaken at the time of handing over of the Location to the Licensee and the area so determined shall be treated as the final measurement. Each Location shall be used solely for the purpose of establishing and operating Retail Outlet of the Category indicated in respect of such Location in Column IV of the above Table - I: Retail Outlet Location Details. A Selected Bidder in respect of a Location shall trade only in the Category bid for and cannot add any other products or services of any other Category. The licensee will not permitted to allow to construct mezzanine floor over the permitted height of a retail outlet.

2.5.3 The Licensee shall not be permitted, under any circumstances, to construct a mezzanine floor or any intermediate structure beyond the permitted height of the retail outlet. Any such construction, if undertaken, shall result in termination of the License and forfeiture of the Security Deposit, in accordance with clause 7.8.2 (d), without any claim or compensation whatsoever.

2.5.4 Bidders are required to indicate their quote, a monthly license fee in Financial Bid as per KPP Portal. The License Fee shall be paid to BMRCL for each month of the term of the License Agreement. Bidders will be required to quote not less than the Reserve Price indicated in respect of each Location in the Table - II: RESERVE PRICES as follows:

Table - II: RESERVE PRICE

Sl. No.	Station	Location Codes	Business Category – Bidders to choose only one category from the below	Minimum Monthly Reserve Price excluding taxes
I	**II**	**III**	**IV**	**V**
1	Madavara	RO-BIEC-GL-1	1. Bakery & Snacks **or** 2. Confectionery Shop **or** 3. Pharmacy	Rs. 15,000/- (Rupees Fifteen Thousand only)

Sl. No.	Station	Location Codes	Business Category – Bidders to choose only one category from the below	Minimum Monthly Reserve Price excluding taxes
2	Yeshwanthapura	RO-YPM-GL-10	1. Quick Service Restaurant **or** 2. Apparels & footware **or** 3. Pharmacy	Rs. 73,500/- (Rupees Seventy Three Thousand and Five Hundred only)
3	Mantri Square Sampige Road	RO-SPGD-OS-1	1. Logistic Services **or** 2. Warehouse **or** 3. Apparels and footware	Rs. 1,60,000/- (Rupees One Lakh Sixty Thousand only)
4	KR Market	RO-KRMT-GL-1	1. Quick Service Restaurant **or** 2. Showroom **or** 3. Surgical Equipment	Rs. 1,17,000/- (Rupees One Lakh Seventeen Thousand Only)
5	KR Market	RO-KRMT-GL-2	1. Coffee/ Tea Shop **or** 2. Pharmacy **or** 3. Apparels & footware	Rs. 64,000/- (Rupees Sixty Four Thousand Only)
6	Banashankari	RO-BSNK-CL-1	1. Confectionery Shop **or** 2. Gift Shop **or** 3. Books & Stationary	Rs. 37,000/- (Rupees Thirty Seven Thousand Only)
7	Pattandur Agrahara	OR-ITPL-CL-FOB-1	1. High Street Pastry & Cafe or 2. Health & Personal Care or 3. Gift Shop	Rs. 84,000/- (Rupees Eighty Four Thousand Only)

2.5.2 Goods and service tax (GST) on the License Fee, shall be paid at the applicable rates by the Licensee in addition to the License Fee. Further details as to payment of the License Fee and other applicable payments are provided in Section - 6 of this Bid Document.

2.6 Permitted Activities

The Licensee shall be permitted to trade only in the Permitted Products/Services defined for the Licensee under the terms of the License Agreement at the Retail Outlet.

2.6.1 **For Category – Bakery & Snacks:** The Licensee shall be permitted to serve bakery items, light snacks, coffee, tea, and non-alcoholic beverages. Preparation and reheating of food may be carried out using electrical equipments, subject to compliance with BMRCL's safety, security, and operational guidelines. The Licensee shall maintain high standards of hygiene and cleanliness and shall not store, prepare, or serve any prohibited or unsafe food items. Use of open flames, charcoal, or any hazardous materials shall not be permitted. All operations shall be conducted in an orderly, environment-friendly manner without causing obstruction or inconvenience to metro passengers or metro operations.

2.6.2 **For Category - Coffee / Tea Shop:** The Licensee shall be permitted to operate a Coffee/Tea shop and offer tea, coffee, and other non-alcoholic hot and cold beverages, along with light snacks and bakery items, as approved by BMRCL. The Licensee shall comply with all applicable food safety regulations, The outlet shall maintain high standards of hygiene, cleanliness, and well-organized, and customer-friendly environment at all times.

2.6.3 **For Category – Books and Stationary:** The Licensee can offer books, including educational, reference, general reading, children's books, and periodicals, along with stationery items such as notebooks, writing instruments, office supplies, school supplies, art and craft materials, and related accessories. The outlet shall maintain a clean, well-organized, and visually appealing retail environment and high-quality customer experience.

2.6.4 **For Category – Confectionery:** The licensee can offer a wide range of confectionery products, including chocolates, candies, toffees, biscuits, snacks, and packaged food and beverage products from reputed brands/home brand. The outlet shall maintain a clean, hygienic, and well-organized environment, with emphasis on food safety, clear product labeling, and visually appealing presentation to provide a pleasant and high-quality customer experience

2.6.5 **For Category – Gift Shop:** The Licensee can offer a diverse range of gift items, including souvenirs, handicrafts, decorative articles, greeting cards, seasonal gifts, novelty items, toys and other lifestyle and utility gift products. The outlet shall maintain a clean, well-organized, and aesthetically appealing retail environment.

2.6.6 **For Category Logistic Services:** The Licensee shall be permitted for parcel collection, labelling, packaging, and last-mile delivery, and in strict compliance with BMRCL's safety, security, and operational guidelines. The Licensee shall not collect, store, handle, or transport any hazardous, flammable, explosive, corrosive, perishable, or illegal materials, including contraband, narcotics, restricted goods, live animals, human / animal carcasses, human & animal organs / parts or any items prohibited or banned by the Government or competent authority under applicable laws, rules, or notifications. It will be the sole responsibility of the Licensee to mandatorily frisk all the parcels / consignments before receiving. All logistics operations shall be carried out in accordance with prevailing Government guidelines, environment-friendly and orderly manner without causing obstruction or inconvenience to traffic movement.

Note: The area offered at Mantri Square–Sampige Road Metro Station (RO-SPGD-OS-1) is an open-to-sky area. The successful Bidder is permitted to fabricate a temporary steel structure for securing goods/products and the minimum fit – out period of 60 days will be provided as the structure is temporary in nature.

2.6.7 **For Category QSR:** a quick service restaurant serving, within the station premises, international cuisine, including pizzas, burgers, sandwiches, pastas, grilled or fried chicken and combo meals of the aforementioned along with bottled beverages, including bottled water, south and north Indian food items, then the Licensee will be permitted to cook and reheat at the Retail Outlet using electrical. If the QSR location is outside the metro station premise, then the Licensee will be permitted to cook and reheat at the Retail Outlet using electrical / LPG equipment/Cole (if sufficient space is available at the Namma Metro Station subject to safety and security guidelines and compliance).

Note: The area offered at KR Market Metro Station (RO-KRMT-GL-1) has trees which needs to be removed. Application has been made for the Tree Officer for its removal. In a circumstances this permission is not given for removal of the trees this bid for the location will discharged and the Bidder shall not have any claims what's so ever.

2.6.8 **For Category – Mobile and Electronics:** a Mobile and Electronic outlet sells mobiles, accessories, and a wide range of electronic gadgets while providing product demonstrations and customer assistance. The store handles after-sales services such as device setup, warranty activation, data transfer, warranty activation, and coordination with service centers for repairs or replacements.

2.6.9 **For Category – Pharmacy:** To open a small pharmacy, the Bidder must be a registered pharmacist and conduct their business strictly in compliance with all the laws, Central, State and GBA, applicable to running a pharmacy shop. They shall obtain the necessary registration/license etc. and have the certificates displayed at the premises. The pharmacy shall also maintain a clean and organized store environment.

2.6.10 **For Category – Apparel and Footwear:** To operate an apparel and footwear shop, the Bidder shall offer a variety of clothing, shoes, and related accessories. The successful Bidder is required to ensure attractive product displays and organized stock management and high-quality shopping experience. The shop shall also maintain a clean, well-organized, and visually appealing store environment.

The area offered at Mantri Square–Sampige Road Metro Station (RO-SPGD-OS-1) is an open-to-sky area. The successful Bidder is permitted to fabricate a temporary steel structure for securing goods/products.

2.6.11 **For Category – Warehouse:** To operate a warehouse, the Bidder shall manage the receipt, storage, and dispatch of goods efficiently while maintaining accurate inventory records. It supports order fulfillment, packaging, and coordination with logistics partners for safe and timely delivery. The warehouse shall not store or handle prohibited, restricted, or hazardous items, including explosives, corrosive materials, perishable or illegal goods, contraband, narcotics, live animals, human / animal carcasses, human & animal organs / parts or any items banned by the Government or competent authority. The Bidder is responsible for maintaining fire safety standards, security measures, and a clean, organized, and well-maintained environment. It will be the sole responsibility of

the Licensee to mandatorily ensure that all the parcels / consignments before receiving. All logistics operations shall be carried out in accordance with prevailing Government guidelines, environment-friendly and orderly manner without causing obstruction or inconvenience to traffic movement.

The area offered at Mantri Square–Sampige Road Metro Station (RO-SPGD-OS-1) is an open-to-sky area. The successful Bidder is permitted to fabricate a temporary steel structure for securing goods/products.

2.6.12 **For Category – Surgical Equipments:** To open surgical equipment stores the Bidder must be a registered under relevant laws and conduct their business strictly in compliance with all the laws, namely, Central, State and GBA, applicable to running a Surgical equipment shop. They shall obtain the necessary registration/license etc. and have the certificates displayed at the premises. No banned or prohibited surgical equipment shall be sold.

Note: The area offered at KR Market Metro Station (RO-KRMT-GL-1) has trees which needs to be removed. Application has been made to the Tree Officer for its removal. In a circumstances this permission is not given for removal of the trees this bid for the location will discharged and the Bidder shall not have any claims what's so ever.

2.6.13 **For Category – Showroom:** The Bidder may operate an Automobile/Sports & Fitness/Home Décor & Interiors/Footwear/Mattress & Bedding/Kitchen Appliances, or furniture products showroom in an organized and customer-friendly environment, ensuring proper product presentation and stock arrangement. The Bidder shall ensure that no prohibited or restricted goods are stored or sold, and that all operations comply with applicable laws and standards. The Bidder is responsible for maintaining fire safety standards, security measures, and a clean, organized, and well-maintained environment.

Note: The area offered at KR Market Metro Station (RO-KRMT-GL-1) has trees which needs to be removed. Application has been made to the Tree Officer for its removal. In a circumstances this permission is not given for removal of the trees this bid for the location will discharged and the Bidder shall not have any claims what's so ever.

2.7 Bid Process

2.7.1 Bidders are required to submit Bids through KPP Portal comprising of the Qualification cum Technical Documents along with Concept and Design Proposal and Financial Bid(s). Evaluation of the Bids and identification of the Selected Bidder will be undertaken in 2 (two) stages. In the first stage, the Qualification and Technical Documents of each Bidder will be evaluated in order to determine fulfillment of the Eligibility Criteria, the Financial Capacity, and Technical Capacity respectively. Bidders who satisfy the Eligibility Criteria, Financial Capacity and Technical Capacity ("**Qualified Bidders**") shall be invited for the presentation of the Concept and Design Proposal. Bidders who qualify themselves will be intimated through email about opening of the Financial Bid(s).

2.7.2 The qualified Bidder who quotes the highest monthly license fee for a location shall be treated as the selected Bidder (H1) for that location and shall be awarded the license accordingly. The Selected Bidder shall be required to enter into the License Agreement with BMRCL. Bidders are requested to note that the terms of the License Agreement are final and non-negotiable and no requests for modification of the same will be considered by BMRCL. Any intimation of selection as Licensee from BMRCL pursuant to this Bid Document shall be subject to unconditional acceptance of the License Agreement by the Selected Bidder within the time stipulated by BMRCL.

2.8 Eligibility Criteria

2.8.1 In order to be eligible to participate in the Bid process outlined herein, a Bidder should satisfy the following criteria:

(a) Nature of Entity: The Bidder should be:

(i) An individual; or
(ii) A partnership registered under the Indian Partnership Act, 1882 or the Limited Liability Partnership Act, 2008, or
(iii) A company incorporated under the (Indian) Companies Act, 1956; or
(iv) A foreign company incorporated under the relevant laws of the country of its incorporation and having a place of business in India at the time of submission of the Bid; or

(b) In addition to the foregoing, Bidders should satisfy the following conditions:

(i) The Bidder should not have been barred by any Governmental Authority from participating in any Bid, as of the Bid Submission Due Date;

(ii) The Bidder, and its Affiliates should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Affiliates, as the case may be, nor have been expelled from any contract by any Government Authority nor have had any contract with a Government Authority terminated for breach by such Bidder. **Bidders shall submit a declaration to this effect along with the Bid Document mentioned at APPENDIX – I of ANNEXURE – I.**

(iii) The Bidders shall not have defaults on any bank / institutions' loans in the past. They should not be defaulters in payment of statutory dues or liabilities. They shall not be blacklisted by any Government Authority;

(iv) The Bidder should not have a Conflict of Interest, as defined in Clause 2.11 of section - 2 hereof.

2.9 Financial Capacity

2.9.1 The Bidder shall satisfy the following financial criteria:

(a) The Bidder shall have a Minimum Average Turnover from managing a Retail Outlet and/or any other business, which shall not be less than the amount specified in Column V of Table-III: **Turnover Requirements**. The Bidder must have achieved the prescribed Minimum Average Turnover in at least three (03) out of the last five (05) financial years, i.e., from 2020-21 to 2024-25. To substantiate compliance with this requirement, the Bidder shall submit copies of the audited annual reports for the relevant financial years.

(b) In case the Bidder willing to participate for more than one location, the Minimum Average Turnover of the Bidder shall be the sum of Minimum Average Turnover indicated against each location.

Table - III: TURNOVER REQUIREMENTS

Sl. No.	Station Name	Location Code/s	Business Category – Bidders to choose only one category from the below	Average Annual Turnover in the last 3 financial years.	Financial Years for which details to be submitted
I	II	III	IV	V	VI
1.	Madavara	RO-BIEC-GL-1	1. Bakery & Snacks **or** 2. Confectionery Shop **or** 3. Pharmacy	**Rs. 3,60,000/-**	2020-21 to 2024-25
2.	Yeshwanthapura	RO-YPM-GL-10	1. Quick Service Restaurant **or** 2. Apparels & footware **or** 3. Pharmacy	**Rs. 17,64,000/-**	2020-21 to 2024-25
3.	Mantri Square Sampige Road	RO-SPGD-OS-1	1. Logistic Services **or** 2. Warehouse **or** 3. Apparels and footware	**Rs. 38,40,000/-**	2020-21 to 2024-25
4.	KR Market	RO-KRMT-GL-1	1. Quick Service Restaurant **or** 2. Showroom **or** 3. Surgical Equipment	**Rs. 28,08,000/-**	2020-21 to 2024-25
5.	KR Market	RO-KRMT-GL-2	1. Coffee/ Tea Shop **or** 2. Pharmacy **or** 3. Apparels & footware	**Rs. 15,36,000/-**	2020-21 to 2024-25
6	Banashankari	RO-BSNK-CL-1	1. Confectionery Shop **or** 2. Gift Shop **or** 3. Books & Stationary	**Rs. 8,88,000**/-	2020-21 to 2024-25
7	Pattandur Agrahara	OR-ITPL-CL-FOB-1	4. High Street Pastry & Cafe or	**Rs. 20,16,000/-**	2020-21 to

			5. Health & Personal Care or 3. Gift Shop		2024-25

(c) The Bidder should have the financial capacity and capability to commence and successfully run business activities by discharging all statutory obligations to BMRCL, statutory authority, payments for utility charges, compliance with all statutory laws besides payment of monthly license fee and other charges to BMRCL. Hence, the Bidder should have a positive Net Worth.

For the purposes of this Bid Document, Net Worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. 'OR' in the case of an individual, the sum total of Assets minus total Liabilities as certified by a Chartered Accountant. The Bidders shall provide details as per the format in Appendix – I, Annexure IV of Section 8 in the form of certificate(s) from statutory auditors specifying the Net Worth of the Bidder.

(d) Net Worth criteria are not applicable in respect of the Start-Up Companies Incorporated under the (Indian) Companies Act and Registered with the "Karnataka Innovation Technology Society (KITS)", Government of Karnataka and have obtained a certificate as Start–Up Company registered with them or start-up certificate obtained from Central Government.

2.10 Technical Capacity

2.10.1 The Bidder shall satisfy the following Technical criteria:

(a) **<u>Minimum Experience:</u>** The Bidder shall have Minimum Experience of 3 (three) years in operating and managing retail outlet(s) or any other business in India. The Minimum Business Experience shall be at least Three (03) years as on the date of bid submission. The Bidder shall furnish details of such experience in **Table V: Technical Capacity**.

For the purpose of this requirement, the Bidder, as on the date of submission of the bid, should be operating the outlet(s) or business in any one or more of the following capacities:

(i) As an owner; or
(ii) Under a franchise agreement; or
(iii) Under an operation and management agreement; or
(iv) Any combination of the above.

(b) **<u>Minimum Average Turnover:</u>**The Bidder must have achieved the prescribed Minimum Average Turnover in at least three (03) out of the last five (05) financial years, i.e., from 2020-21 to 2024-25**,** for particular location not less than the amount

indicated in **Column V of Table – III: Turnover Requirements of Section-2** above.

(c) Net Worth: The Bidder should have a Positive Net Worth as on the date of submission of the Tender.

Table -IV: TECHNICAL CAPACITY

Sl. No.	Technical Capacity	Required Details	Documents to be submitted by the Bidders	Compliance (Yes / No)
1	Minimum Experience	a. Nature of Business b. Address c. No. of years of experience d. No. of outlets	Certificate on the letterhead of practicing Statutory Auditor (duly signed and seal stamped)	
2	Minimum Average Turnover as indicated against each location at Table-III: Turnover requirements of Section-2	At least 3 years of experience as on the date of submission of the Bid Document.	Certificate on the letterhead of practicing Chartered Accountant / Statutory Auditor (duly signed and seal stamped)	
3	Net Worth	Positive Net Worth as on date of submission of Tender	Certificate on the letterhead of practicing Chartered Accountant / Statutory Auditor (duly signed and seal stamped)	

2.10.2 In support of the criteria listed in Clause 2.8.1 (a), Bidders shall submit details of the Retail Outlets in accordance with Appendix – I, Annexure III and Appendix – IV of Section -8 accompanied by the following supporting documentation:

(a) In case the Bidder is a franchisee, copies of the franchise agreement or operation and management agreement or any other agreement which establishes the Bidder's right to operate and manage Retail Outlets of the Category being bid for under the particular brand; and

(b) In case the Bidder is an owner, copies of documents evidencing ownership of the Retail Outlets.

2.10.3 In support of the criteria described in Clause 2.8.1 (b), the Bidder shall enclose certificate(s) from its statutory auditors stating its experience in the format provided in Appendix – I, Annexure III of Section - 8 along with relevant supporting documents, certified either by their statutory auditor or chartered accountant.

2.10.4 In addition to the above, the Bidder will also be required to submit, a concept note and design proposal **FOR THE SPECIFIC CATEGORY AND LOCATION. A CONCEPT NOTE AND DESIGN PROPOSAL**, including images/perspective, which shall include the details specified in respect of such Category in Table - VI: CONCEPT AND DESIGN PROPOSAL below, shall be submitted along with technical proposal. Bidders shall ensure that the Concept and Design Proposal is world class in terms of excellence in design, performance, quality, and customer satisfaction and value when compared with all similar items from anywhere in the world. This should be submitted both in hard copies duly signed by the Bidder, and also a soft copy in the manner as and when demanded by BMRCL. The copy of the relevant Concept and Design Proposal shall be enclosed along with Appendix – III. Bids that are not accompanied with the concept and design proposal may be summarily rejected.

2.10.5 The Bidders who qualify in the 1st stage will be required to make a power point presentation before the Technical Proposal Evaluation Committee constituted by BMRCL to showcase the concept and design of the outlet. The duration of the presentation shall not exceed 15 (fifteen) minutes, followed by another 15 (fifteen) minutes of discussion. The evaluation criteria are set out under 4.3 of Section -4.

2.10.6 Though the concept note and design proposal will not be considered for the purpose of evaluation of the bid submissions, the successful Bidder shall by and large adhere to the concept and design proposal submitted in the fit out of the kiosk/interiors. If the Kiosk is not substantially adhered to the design finalized, BMRCL can refuse to issue the commencement certificate, until such time the design is modified substantially to meet the approved design.

Table -V: CONCEPT AND DESIGN PROPOSAL

Details to be furnished
(i) Kiosk design with image.
(ii) Power requirements.
(iii) Materials used-Fire retardant materials to be used, combustible materials not acceptable.
(iv) Signage rendering location, size and material used, type (i.e. backlit/ front lit) Signage shall be within the shop front. No moving or blinking signs. Horizontal signs may be acceptable if it is within the shop/kiosk frontage.
(v) Water/Sanitary requirement.
(vi) Safety & Security arrangements during non-business hours.
(vii) Hygiene Standards in case of eateries/takeaways – including counter-cleaning, garbage control, pest control etc.

2.10.7 If the Bidder is declared as Selected Bidder, the Retail Outlet to be set up shall be as per the Concept and Design Proposal submitted by the Bidder. BMRCL may suggest some design changes to improve upon the concept design. However the responsibility of detailing the design and ensuring its workability including costs is the sole responsibility of the Bidder. Any subsequent change of the design after its final approval shall require the written approval of BMRCL.

2.11 Conflict of Interest

2.11.1 The Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

(i) A constituent of such Bidder is also a constituent of another Bidder; or

(ii) Such Bidder, or any Affiliate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Affiliate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Affiliate thereof; or

(iii) Such Bidder, or any Affiliate thereof has a relationship with another Bidder, or any Affiliate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

(iv) Such Bidder, or any Affiliate thereof has participated as a licensee to BMRCL in the preparation of any documents, design or technical specifications; or

(v) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of BMRCL is engaged by the Bidder, its member or any Affiliate thereof, as the case may be, in any manner for matters related to or incidental.

(vi) A Bidder shall be considered to have a conflict of interest with one or more Bidders in this process if, a Bidder acting in concert or cartelization.

(vii) A Bidder directly or indirectly controls, is controlled by or is under common control with another Bidder.

(viii) A Bidder has the same legal representative as another Bidder.

2.12 Fraud and Corrupt Practices

2.12.1 The Bidders and their respective officers, employees, agents and consultants shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, BMRCL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice in the bidding process.

2.12.2 Without prejudice to the rights of BMRCL under Clause 2.12 hereinabove, if a Bidder is found by BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice during the bidding process, such Bidder shall not be eligible to participate in any tender or Bid Document issued by BMRCL during a period of 2 (two)

years from the date such Bidder is found by BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice, as the case may be.

2.13 Earnest Money Deposit

2.13.1 The Bidder shall furnish, as part of its Bid, a refundable, interest-free, earnest money deposit with respect to each Location for which a Financial Bid is submitted by it, for the amount indicated in Column V of Table - VII: EMD AMOUNT below (The same value indicated in e-Procurement portal also).

Table - VI: EMD AMOUNT

Sl. No.	Station	Location Codes	Business Category – Bidders to choose only one category from the below	EMD Amount (In Rs.)
I	II	III	IV	V
1	Madavara	RO-BIEC-GL-1	1. Bakery & Snacks **or** 2. Confectionery Shop **or** 3. Pharmacy	4,500/-
2	Yeshwanthapura	RO-YPM-GL-10	1. Quick Service Restaurant **or** 2. Apparels & footware **or** 3. Pharmacy	22,050/-
3	Mantri Square Sampige Road	RO-SPGD-OS-1	1. Logistic Services **or** 2. Warehouse **or** 3. Apparels and footware	48,000/-
4	KR Market	RO-KRMT-GL-1	1. Quick Service Restaurant **or** 2. Showroom **or** 3. Surgical equipment	35,100/-
5	KR Market	RO-KRMT-GL-2	1. Coffee/ Tea Shop **or** 2. Pharmacy **or** 3. Apparels & footware	19,200/-
6	Banashankari	RO-BSNK-CL-1	1. Confectionery Shop **or** 2. Gift Shop **or** 3. Books & Stationary	11,100/-
7	Pattandur Agrahara	OR-ITPL-CL-FOB-1	1. Bakery & Snacks **or** 2. Mobile and Accessories **or** 3. Gift Shop	25,200/-

2.13.2 The Bidder shall furnish, as part of its Bid, a refundable, interest-free, Earnest Money Deposit, for the amount indicated in Key Details under Tender Notification section/eProcurement Portal. In case the Bidder willing to submit EMD in the form of DD/Banker Cheque/Bank Guarantee / e-BG, the same shall be submitted mandatorily within 5 days from the date of submission of Bid to the office indicated at Key Details. The Bank Guarantee / e-BG shall be as per BMRCL prescribed format at Appendix – I, Annexure – VII of Section - 8 of the Tender Document. EMD BG / e-BG will not be acceptable if the same is not as per BMRCL prescribed format and their bid may be considered as non-responsive.

2.13.3 The Bidder shall pay/furnish a Bid Guarantee for the value indicated in e-Procurement portal in the following mode:

a) Online payment through e-Procurement portal, or
b) an irrevocable 'Bank Guarantee* or' Electronic Bank Guarantee' (eBG) issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru as per Appendix I: Annexure VII of Section -8.

* In case EMD is issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to BMRCL's Bank through SFMS.

The BG issuing Bank shall send the SFMS as detailed under to:

Title of the Account – Bangalore metro rail corporation limited
Bank: Bank of India,
Account No.: 840420110000760
IFSC Code: BKID0008404
Branch: Cantonment Branch, Bengaluru
Address: 49, Jyothi Mahal, St. Mark's Road, Bangalore-560 001

The Scanned copy of the BG and a photocopy of "Official" SMS messages of Bank Guarantee and its amendment sent by the BG issuing Bank, should be uploaded by the Bidder in the e-Procurement Portal as a part of his Offer during Tender submission. The Bidders should ensure that the scanned copy of BG is uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by BMRCL. The Original Bank Guarantee shall compulsorily be submitted to BMRCL office before scheduled date, time and place as specified in clause 2.13.2 of section-2. The Bidder shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in Key details/eProcurement Portal, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

The Earnest Money Deposit shall be valid for a period as specified in Notice Inviting Tender/eProcurement Portal and remain deposited with BMRCL from the date of opening of Bids. If the validity of the Bid is extended, the Bank Guarantee shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by BMRCL. The EMD BGs shall be payable at a designated branch at Bengaluru. In case the Bidder willing to submit EMD in the form of DD/Banker Cheque/Bank Guarantee / e-BG, the same shall be submitted mandatorily within 5 days from the date of submission of Bid to the office indicated at Key Details.

2.13.4 Bid Security/EMD will not be accepted in any form other than those mentioned above. Bids not accompanied by the required amount of EMD and non-submission of DD/Banker Cheque/Bank Guarantee in original as per clause 2.13.2 of section-2 will be rejected.

However, BMRCL reserves the right to accept or reject the Bid Security/EMD with any deficiency (other than required amount) otherwise not materially affecting the technical qualification criteria of the Bidder.

2.13.5 **EMD Refund:** As per the Office Memorandum issued by Ministry of Finance, GoI, No. F.1/2/2022-PPD Dtd.: 01/04/2022, the EMD of technically non-responsive / disqualified Bidders will be returned by BMRCL, without any interest, during First Stage of Tender Process i.e., Technical Evaluation etc., within 30 days of declaration of result of First Stage i.e., Technical Evaluation etc.

2.13.6 The EMD of the Selected Bidder will be returned after signing the License Agreement. BMRCL may, at the Selected Bidder's option, adjust the amount of EMD against the amount of Security Deposit to be provided by him/them.

2.13.7 The EMD shall be liable to be forfeited and appropriated by BMRCL without prejudice to any other right or remedy that may be available to BMRCL hereunder or otherwise, under the following conditions:

(a) If a Bidder indulges in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice as specified in Clause 2.12 of this Bid Document;

(b) If a Bidder withdraws its Bid during the Tender/Bid Validity Period specified in Clause 2.25 hereof;

(c) In the case of the Selected Bidder, if it fails to complete all or any of the acts required as per Clause 5.8 below in order to complete its appointment as the Licensee.

2.13.8 The Bid will be summarily rejected by BMRCL in case of:

(i) Failure to deposit EMD online or failure to upload clear & readable copy of Bank Guarantee towards EMD.
(ii) If EMD is in the form of Bank Guarantee and is issued by a Co-operative Bank or from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.
(iii) Failure to submit the original Bank Guarantee to BMRCL office within the date & time specified.
(iv) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.
(v) Bank Guarantee's Validity is less than the "Tender validity Period" as mentioned in clause 2.25.

In case EMD is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD Validity', BMRCL shall request such Bidder(s) in writing to submit compliance to EMD within 10 (ten) working days from the date of request. Failure to provide compliance to EMD within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

2.13.9 In case the Bidder submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

2.13.10 If the Bidder has opted to submit the EMD in the form of Electronic Bank Guarantee (e-BG), a scanned copy of the e-BG shall be uploaded in eProcurement Portal.

2.14 Bid Clarifications

2.14.1 Bidders shall carefully examine the Bid documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Bidder finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Bidder shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

BMRCL will offer clarification to such queries received through eProcurement portal up to the date specified therein.

BMRCL's response to Tender queries will be uploaded in the eProcurement portal (https://kppp.karnataka.gov.in), no separate communication will be made to the Bidders in this regard, it will be responsibility of the Bidders to visit KPP Portal time to time for their needful.

2.14.2 Bidders requiring any clarifications on the Bid Document shall submit queries to BMRCL not later than 3 (three) Working Days prior to the Pre-Bid Meeting. Queries shall be submitted as per Clause 2.14.3 and 2.14.4 below.

2.14.3 Queries shall be sent to the following address:

Director (Finance),
Bangalore Metro Rail Corporation Limited,
3rd Floor, "BMTC complex" KH Road
Shantinagara, Bengaluru 560 027, India

Email ID: pdretail@bmrc.co.in

2.14.4 Requests for clarifications shall be furnished in the following format:

Sl. No.	Clause Reference	Appendix/Annexure Reference	Query

2.14.5 BMRCL's response to pre-bid queries will be uploaded in KPP Portal. However, BMRCL reserves the right not to respond to any question or provide any clarification, at its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring BMRCL to respond to any question or to provide any clarification.

2.14.6 BMRCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All written clarifications and interpretations issued by BMRCL shall be deemed to be part of the Bid Document. Verbal clarifications and information given by BMRCL or its employees or representatives shall not in any way or manner be binding on BMRCL.

2.15 Pre-Bid Meeting

A Pre-Bid Meeting shall be convened at BMRCL office on the date and at the venue indicated in the Key Details / KPP Portal. Information regarding any change in date and/or time and/or the venue of the Pre-bid Meeting will be posted on the e-procurement portal (KPP Portal).

2.16 Site Visit

A site visit shall be arranged for the Locations at the time and on the dates mentioned in the Key Details. Bidders shall contact the concerned BMRCL staffs for the respective line/station, as specified in Appendix – I: Annexure – V.

2.17 Amendment of Bid Document

2.17.1 At any time prior to the Bid Due Date, BMRCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda / Corrigenda through KPP Portal.

Such Addenda/Corrigenda will be uploaded in the eProcurement portal. It will be the responsibility of the Bidder to frequently check the eProcurement portal for any Addenda/ Corrigenda / response to pre-bid queries or any other updates issued from time to time and ensure submission of Bid accordingly.

Without prejudice to the order of preference, the provisions in such Addenda / Corrigenda shall take priority over the Bid document issued previously. The Bidders should acknowledge receipt of such Addenda / Corrigenda and list them in the Bid submittals.

The Bidder is not permitted to make any alteration / modifications to the Bid conditions. No modifications to the specifications, item descriptions, etc. will be entertained

2.17.2 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, BMRCL may, in its sole discretion, extend the Bid Due Date.

2.18 Number of Bids and costs thereof

No Bidder shall submit more than 1 (one) Bid for a particular Location. A Bidder intending to participate for more than one location shall submit a separate bid for each location. For any given location, the Bidder shall select only one category as specified in Clause 2.5.1 and submit only one bid accordingly. Submission of more than one bid by the same Bidder for the same location, whether under the same or different categories, shall not be permitted and such bids shall be treated as non-responsive and liable for rejection. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the bid process. BMRCL will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the bidding process.

2.19 Independent due diligence and verification of information

It shall be deemed that by submitting a Bid, the Bidder has:

(a) Made a complete and careful examination of the Bid Document, Addenda / Corrigenda / BMRCL's reply to pre-bid queries;
(b) Received all relevant information requested from BMRCL;
(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of BMRCL;
(d) Satisfied itself about all matters, things and information including matters referred to in this Bid Document required for submitting an informed Bid in accordance with the Bid Documents and performance of all of its obligations there under;
(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Document or ignorance of any of the matters referred to in this Bid Document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BMRCL, or a ground for termination of the License Agreement;
(f) Acknowledged and agreed that BMRCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the bid process, including any error or mistake therein or in any information or data given by BMRCL; and
(g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.20 Right to accept or reject any or all Bids

2.20.1 Notwithstanding anything contained in this Bid Document, BMRCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BMRCL rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.20.2 BMRCL reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered; or

(b) The Bidder does not provide, within the time specified by BMRCL, the supplemental information sought by BMRCL for evaluation of the Bid.

2.20.3 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LoA or entering into the License Agreement, and if the Bidder has already been issued the LoA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be terminated, by a communication in writing by BMRCL to the Bidder, without BMRCL being liable in any manner whatsoever to the Bidder. In such an event, BMRCL shall forfeit and appropriate the EMD or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to BMRCL for, *inter alia*, time, cost and effort of BMRCL, without prejudice to any other right or remedy that may be available to BMRCL.

2.21 Verification of information

BMRCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by BMRCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BMRCL there under.

2.22 Bid Submission Due Date

2.22.1 Bids shall be submitted only through the KPP portal on or before the Bid Due Date. No other mode of submission, including hand delivery, postal submission, etc., will not be entertained.

2.22.2 BMRCL may, at its sole discretion, extend the Bid Due Date by issuing an addendum uniformly for all Bidders.

2.23 Late Bids

In online e-Procurement Portal, the Bidder shall not be able to submit the Bid after the last date and time for Bid submission as the icon for the task in the e-Procurement Portal will be disabled. Hardcopies (as per clause 2.13.2 of Section-2) received by BMRCL after the deadline for submission will be rejected.

2.24 Modifications/ substitution/ withdrawal of Bids

(a) Bidder may modify and correct or upload any relevant document in the portal till Bid submission date and time as published in the e-Procurement Portal.

(b) No Bid shall be modified subsequent to the deadline for submission of Bids.

(c) Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity or as extended pursuant to Clause

2.23 of section - 2 may result in the forfeiture of the EMD/Bid Guarantee pursuant to Clause 2.13.7 of section - 2.

2.25 Tender/Bid Validity Period

The Tender shall be kept valid for 180 days from the date of submission by the Bidder as indicated in Tender Notification/eProcurement portal. In exceptional circumstances, prior to expiry of the validity period, BMRCL may request the Bidders for extending the valid of their Bid(s). The request and the response thereto shall be made in writing or through e-mail. A Bidder may refuse the request without forfeiting his EMD. A Bidder agreeing to the Bid extension request shall not be required or permitted to modify his tender, but he will be required to extend the validity of his EMD as advised by BMRCL.

2.26 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for Bidders shall not be disclosed to any person who is not officially concerned with the bid process or is not a retained professional advisor advising BMRCL in relation to, or on matters arising out of, or concerning the bid process. BMRCL will treat all information submitted as part of a Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BMRCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BMRCL or as may be required by law or in connection with any legal process.

2.27 Proprietary data

All documents and other information supplied by BMRCL or submitted by a Bidder to BMRCL shall remain or become the property of BMRCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. BMRCL will not return any Bid or any information provided along therewith.

2.28 Correspondence with the Bidder

Save and except as provided in this Bid Document, BMRCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.29 Miscellaneous

2.29.1 The bid process shall be governed by, and construed in accordance with, the laws of India and the courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bid process.

2.29.2 BMRCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the bid process and/ or amend and/ or supplement the bid process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to BMRCL by, or on behalf of, and/ or in relation to any Bidder; and

(e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

2.29.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases BMRCL, its employees, agents and consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid Documents, and/ or in connection with the bid process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

SECTION – 3: PREPARATION AND SUBMISSION OF BID

3.1 Language

3.1.1 The Bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The Bid proposal and other submissions shall be numbered, signed & stamped on each page-wise summary of all the documents shall also be enclosed as a part of document, by the "Authorized Signatory" of the Bidder. Also, Bidders are required to submit a supporting Power of Attorney, authorizing the Signatory of the Bid Document to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

The Tender submittals shall comprise the EMD, Qualification cum Technical Bid and Financial Bid documents and Bidder shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

3.2 Preparation of Bids:

a. **Qualification cum Technical Proposal:** Bidders are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of Bidder. The required information to be given by the Tenderer should be given in prescribed standared forms only. The Annexure/Appendix, if any, should be to the point, brief, with para number and page number, referred to in the standard form written at the top right hand side of the respective Annexure/Appendix.

b. **Financial Proposal**: Bidders are required to indicate their quote equal to or above the minimum reserved price for particular location. **The amount quoted by the Bidder shall be exclusive of GST.**

3.3 Format and signing of Bid

3.3.1 The Bidder shall submit their Bid online only through Karnataka Public Procurement Portal (e-Procurement Portal), as per the terms and conditions described in this Bid Document. The selection of the Licensee(s) shall be undertaken through an open competitive bidding process in accordance with the terms of this Bid Document. For more details the Bidders are requested to refer Notice Inviting Tender (NIT) – Section -1 of this Tender.

3.3.2 Bidders are advised to be completely informed about the process and the terms and conditions for the selection of a Licensee before submitting/uploading their Bid, by careful study of the Bid Document, attending the Pre-Bid Meeting and making their own

enquiries, as may be required, in accordance with the terms hereof, before submitting their Bid.

3.3.3 The Bid shall be typed or written in illegible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

3.3.4 Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient.

3.4 Submission of Bids

3.4.1 All the Bid proposals shall be digitally signed along with other Qualifying documents and shall be submitted electronically through eProcurement Portal on or before the last date and time for Bid submission as published therein.

3.4.2 Bidder, in advance, should get ready the Proposal documents to be submitted as indicated in the Bid document /schedule in PDF/JPEG formats. The Bidder has to digitally sign and upload the required proposal documents one by one as indicated in the Bid document.

3.4.3 Bidder should logon to the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Bid submission.

3.4.4 Bidder will be solely responsible for uploading the Bid submittals in eProcurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

3.4.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Bidders, opening of proposals etc. The Bidders should follow this time during proposal submission.

3.4.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements like Bid Document duly signed in all pages, concept and design proposal for the relevant Location, Kiosk design with image, along with the covering letter, turnover, IT Returns, Power of Attorney for signing of the Bid, incorporation certificate, board resolution, AoA & MoA, PAN Card, Aadhaar or any photo ID cum address proof, Start-Up certificate, and other information required as per the terms of this Bid Document, in the prescribed formats in Appendix and Annexure shall be scanned and attached to e-Procurement portal.

3.5 Deadline for Submission of the Bids

3.5.1 Bids must be submitted online through Karnataka Public Procurement Portal (eProcurement Portal) on or before the date and time specified in the eProcurement Portal and in time submission of Bid is the responsibility of the Bidder.

3.5.2 BMRCL may, at its discretion, extend the date for the submission of Bid by amending the Bid Documents, in which case all rights and obligations of BMRCL and the Bidder previously subject to the original deadline shall thereafter be subjected to the deadline as extended.

3.5.3 In online e-Procurement Portal, the Bidder shall not be able to submit the Bid after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.

3.6 Bid Opening

3.6.1 First, BMRCL will verify the EMD at the time and date specified in the eProcurement Portal.

3.6.2 Further, BMRCL will open the 'Qualification Cum Technical Bid' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal. If EMD submitted is not as BMRCL prescribed format / value / having any material deviations, the 'Qualification Cum Technical Bid' of such Bidder(s) will not be opened.

3.6.3 Interested Bidders may view the Tender opening processes on the KPP Portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by BMRCL, the Tenders will be opened at the appointed time and location on the next working day.

3.6.4 The Bidders will be examined for the following submittals:

i. Presence of valid and appropriate EMD/Tender Guarantee,
ii. Presence of 'Qualification cum Technical Bid',
iii. Submission of original documents as per Clause 3.4.6 of Section-3.

3.6.5 BMRCL will evaluate and determine whether each tender:

a. Meets the eligibility and qualification criteria defined in Clause 2.8;
b. Is accompanied by the required EMD as per stipulations in Clause 2.13;
c. Is substantially responsible for the technical requirement stipulated in Clause 3.4 of Section-3.

BMRCL will draw out a list of qualified Bidders.

3.6.6 Tenders which are not accompanied by a valid/appropriate EMD, or not as per BMRCL prescribed format will be considered as non-responsive and the same will be summarily rejected. The EMD BGs shall be payable at a designated branch at Bengaluru.

3.6.7 If any Tender contains any deviation from the Tender documents and /or if the same does not contain EMD in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

3.6.8 Bidders, who's 'Qualification cum Technical Bid' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Bid' through e-Procurement Portal.

3.7 Evaluation Process (Opening and Evaluation of Bids)

3.7.1 BMRCL shall open the Qualification and Technical Documents on the date and time, specified in KPP Portal.

3.7.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.24 of Section -2 shall not be opened.

3.7.3 BMRCL will subsequently examine and evaluate the Qualification and Technical Documents in accordance with the provisions set out in Section - 4.

3.7.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of BMRCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given.

3.7.5 Any information contained in the Bid shall not in any way be construed as binding on BMRCL, its agents, successors or assigns, but shall be binding against the Bidder if subsequently selected as Licensee, on the basis of such information.

3.7.6 BMRCL reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.7.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, BMRCL may, at its sole discretion, choose to seek information / clarification from the Bidder or take suitable decisions for non-consideration of relevant submission.

3.7.8 In the event that a claim / submission of the Bidder is determined by BMRCL as incorrect or erroneous, BMRCL shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, BMRCL reserves the right to reject the Bid in accordance with the provisions of Clause 2.20 of Section -2.

SECTION – 4: QUALIFICATION AND TECHNICAL CRITERIA

EVALUATION OF QUALIFICATION AND TECHNICAL DOCUMENTS

4.1 STAGE I: Tests of responsiveness of Qualification and Technical Documents

4.1.1 Prior to evaluation of the Qualification and Technical Documents, BMRCL shall determine whether each submission in the Qualification and Technical Documents is responsive to the requirements of the Bid Document. The Qualification and Technical Documents shall be considered responsive only if:

(i) Bid is accompanied by valid / appropriate EMD for the respective Location/s bid for in favour of Bangalore Metro Rail Corporation Limited, payable at Benglauru.

(ii) Bid is received as per the formats mentioned at Section - 8 along with all relevant documents;

(iii) Bid is received by the Bid Due Date including any extension thereof;

(iv) Bid is signed, sealed, and marked as stipulated in Clause 3.4 of Section -3;

(v) Bid is accompanied by the requisite Power of Attorney in the format provided in Appendix II of Section -8;

(vi) Bid is accompanied with all the documents specified at Table-IV: Technical Capacity i.e.,

Technical Capacity	Required Details	Documents to be submitted by the Bidders
Minimum Experience	a. Nature of Business b. Address c. No. of years of experience d. No. of outlets	Certificate on the letterhead of practicing Statutory Auditor (duly signed and seal stamped)
Minimum Average Turnover as indicated against each location at Table-III: Turnover requirements of Section-2	At least 3 years of experience as on the date of submission of the Bid Document.	Certificate on the letterhead of practicing Chartered Accountant / Statutory Auditor (duly signed and seal stamped)
Net Worth	Positive Net Worth as on date of submission of Tender	Certificate on the letterhead of practicing Chartered Accountant / Statutory Auditor (duly signed and seal stamped)

(vii) Bid contains all information and documents (complete in all respects) with respect to Qualification and Eligibility Criteria as requested in this Tender document;

(viii) Bid contains all information in formats same as those specified in this Tender document;

(ix) Bid does not contain any condition or qualification; and

(x) Bid contains Concept & Design Proposal of the retail outlet.

4.1.2 BMRCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BMRCL in respect of such Bid.

4.2 **Clarifications**

4.2.1 To facilitate evaluation of submissions in the Qualification and Technical Documents, BMRCL may, at its sole discretion, seek clarifications through KPP Portal or e-mail from any Bidder regarding its submissions. Such clarification(s) shall be provided within the time specified by BMRCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.2.2 During Tender evaluation process if a Bidder does not provide clarifications soughted within the prescribed time, their Bid shall be liable for rejection. In case of minor deviation / short fall in the submittals, BMRCL may proceed to evaluate the submissions in the Qualification and Technical Documents by construing the particulars requiring clarification to the best of its understanding, in this regard the Bidders are barred from questioning such interpretation of BMRCL.

4.2.3 Only those Bidders who meet the Eligibility and Technical Criteria shall be intimated about the second stage of the bidding process i.e., Financial Bid opening.

4.3 STAGE II: Evaluation of the concept and design proposal

4.3.1 Bidders who qualify under the eligibility criteria shall be required to make a presentation before a committee, as specified in Table-V: Concept and Design Proposal under Clause 2.10.4 of Section-2. The concept note and design proposal shall be sought only to understand the proposed kiosk design and shall not form part of the bid evaluation or ranking process.

4.3.2 The presentation is intended solely to ensure that the proposed design is compatible with the station architecture and enhances the overall station environment and commuter experience. In the event the Bidder is declared successful Bidder and the design features are found to be inconsistent with BMRCL's design requirements, BMRCL reserves the right to require the successful Bidder to suitably revise the design. The successful Bidder shall comply with and cooperate in implementing such revisions.

4.3.3 The duration of the presentation shall not exceed 15 (fifteen) minutes, followed by another 15 (fifteen) minutes of discussion.

SECTION – 5: FINANCIAL BID CRITERIA

STAGE II: EVALUATION OF FINANCIAL BID

5.1 Financial Bid(s)

5.1.1 The Financial Bid of the Bidders, whose 'Qualification cum Technical Bid' were found acceptable, shall be opened by Tender Opening Committee in the presence of the Bidder's representatives who choose to attend and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Bid opening being declared a holiday by BMRCL, the Tenders will be opened at the appointed time on the next working day.

5.1.2 **Financial Proposal**: Bidders shall quote an amount equal to or higher than the minimum monthly reserve price prescribed for the respective location. The financial offer quoted by the bidder shall be on a monthly basis. The amount quoted shall be exclusive of GST and all other applicable taxes, duties, and levies, which shall be payable by the successful bidder as applicable.

5.2 STAGE II: Opening of Financial Bid/s

5.2.1 BMRCL shall notify the Bidders who meets the Qualification criteria and substantially technically compliant, indicating the date and time set for opening the Financial Bids.

5.2.2 The Financial Bid of the Bidders, whose 'Qualification cum Technical Bid' were found Responsive, shall be opened through KPP e-Procurement Portal. In the event of the specified date for Financial Bid opening being declared a holiday by BMRCL, the Bids will be opened on the next working day at the appointed time.

5.3 Tests of Responsiveness

5.3.1 Prior to evaluation of Financial Bids, BMRCL shall determine whether each Financial Bid is responsive to the requirements of the Bid Document. A Financial Bid shall be considered responsive only if:

a) The Financial Bid (Pricing) filled through Karnataka Public Procurement Portal (eProcurement portal);
b) It does not contain any condition, or deviation.

5.4 Evaluation of Financial Bid:

(i) The Bidders have to completely fill in the Pricing document (Financial bid) online through Karnataka Public Procurement Portal (e-Procurement portal);
(ii) The Financial Bid does not contain any condition, or deviation.
(iii) The Tender Evaluation Committee shall take into consideration the Financial Quote of each Bidder and determine the Ranking. The Highest Quote is determined as H1 and the next one is determined as H2 and so on, provided the Bidder has been determined to be substantially responsive, technically and financially suitable and complete in accordance with the Tender condition.

(iv) In the event that, after the award of the location to a Selected Bidder, the Selected Bidder for any reason unable or unwilling to enter into the License Agreement with BMRCL, or is disqualified for any reason, BMRCL shall offer the award of the location to the next Highest Technically Responsive Bidder in the descending order (i.e., H2, H3 and so on), provided if the Bidder agrees to match the rate quoted by the highest Bidder (H1) for particular location.

5.5 **Procedure for Tie-Bid Resolution:**–In the event of a tie, where two or more Bidders quote the same highest bid amount for a location, the Bidder with higher relevant experience, as declared in the Technical Capacity namely duration of business experience & turnover with Positive Net Worth, will be considered for award of the License. If the tie still persists, the successful Bidder shall be decided by a draw of lots conducted by BMRCL in a transparent manner in the presence of the tied Bidders or their authorized representatives.

5.6 The Financial Bid will be considered as non-responsive if;

The Bidder Quotes below the minimum reserve price shall be treated as non-responsive.

BMRCL reserves the right to reject any Financial Bid(s) which is non-responsive no request for alteration, modification, substitution or withdrawal shall be entertained by BMRCL in respect of such Bid.

5.7 Selection of Qualified Bidder

5.7.1 The Qualified Bidder adjudged as responsive in terms of Clause 5.3 and quoting the highest License Fee in respect of a particular Location will be declared Selected Bidder for such Location.

5.7.2 In the event that, after the award of the tender to the Selected Bidder, the Selected Bidder is for any reason unable or unwilling to enter into License Agreement, or is disqualified for any reason, BMRCL shall award the tender to the Qualified Bidder who has quoted the second highest License Fee, provided he matches the highest bid for the said location/category.

5.8 Sequence of events on selection of Bidder

5.8.1 On acceptance of Highest Financial offer (**H1**), BMRCL will award Letter of Acceptance (LoA) in two (2) copies to the Selected Bidder along with the draft License Agreement. The Selected Bidder shall return one copy of the LoA duly signed and affixing seal of the Authorised Signatory (in case of firms the LoA shall be signed to whom Power of Attorney is assigned) indicating their acceptance thereof, within 7 (Seven) days from the date of issue of the LoA.

Any intimation of selection as Selected Bidder from BMRCL pursuant to this Bid Document shall be subject to unconditional acceptance within the time stipulated by BMRCL. Bidders are requested to note that the terms of the License Agreement are final and non-negotiable and no requests for modification of the same will be considered.

5.8.2 The Selected Bidder shall furnish the Security Deposit within 15 (Fifteen) days of the date of submission of the acceptance of the LoA. Upon receipt of the Security Deposit, BMRCL shall carry out a joint inspection of the awarded Location along with the Successful Bidder / his representative, the area / dimension recorded will be recorded and shall be incorporated in the License Agreement. The Successful Bidder required to submit Good for Construction ("GFC") drawings of the Retail Outlet within 21 (twenty one) days from the date of the LoA.

During the Joint Inspection, if there is any increase or decrease in the ground area of the tendered location, the License Fee and the security deposit will be calculated on a pro-rata basis and the licensee will be labile to pay the same. The applicable pro-rata License Fee and security deposit will be incorporated into the License Agreement, and the Licensee shall be bound by Clause 5.8: Sequence of Events of Section-5 of the Tender Document.

5.8.3 The GFC drawings submitted by the Licensee shall be based on the Concept and Design Proposal & shall include required power load chart, water & sanitary connection plan. BMRCL shall approve the drawings within 7 (Seven) working days from the date of submission or suggest modifications (if any). The Selected Bidder shall submit revised drawings, if asked by BMRCL, within 5 (five) days of receipt of suggestions from BMRCL. Upon approval of final GFC drawings, BMRCL will sign the License Agreement with the Selected Bidder. The hard copy of approved drawings shall be deemed to be part and parcel of the License Agreement. Stamp duty payable in respect of the License Agreement shall be borne by the Licensee.

5.8.4 The date of signing of the License Agreement shall be the date of commencement of License Period. The Notice To Proceed (NTP) will be issued to the Sucessful Bidder on the same day of signing the License Agreement. The License Fee Free Fit-Out Period will commence from the date of NTP.

5.8.5 In the event of failure by the Licensee to perform any of the actions required to be complied / performed by the Selected Bidder as per Clause 5.8 detailed above, within the specified time period, unless BMRCL consents to extension of time, BMRCL shall be entitled to appropriate / liquidate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage.

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SECTION – 6: PAYMENTS

6.1 License Fee

6.1.1 The License Fee shall commence from the next day of completion of applicable Fit-Out-Period. If the Licensee fails to complete the construction of Retail Outlet within the License Fee Free Fit-Out-Period, on request of the Licensee BMRCL may grant 30 days Grace Period, however, the Licensee is obligated/liable to pay License Fee during such period.

The Licensee shall pay the License Fee every month in advance, i.e., by 10th day of each month without fail. The applicable Licensee Fee is exclusive of GST, Utility/CAM Charges, Service Charges (Property Tax) etc.

The License Fee shall increase by 7% per year on a compounded basis. This increase shall apply for the entire license period of four (04) years and also the extension period of two (02) years. The License Fee escalation shall be applicable every year on the anniversary of execution of License Agreement i.e., on the date of commencement of License Period.

6.1.2 BMRCL will issue demand notice (Proforma Invoice) by mail/post by the end of previous month. Failure to receive the demand notice shall not preclude to the licensee from paying the license fee by 10th of each month.

6.1.3 In the event of any delay in payment of License Fee & Common Area Maintenance Charges to BMRCL, the Licensee shall pay penalty at the rate of simple interest calculated at one-year SBI Marginal Cost of Funds-based Lending Rate (MCLR) per annum on the outstanding amount.

6.2 Interest free Security Deposit towards performance

6.2.1 The Selected Bidder shall submit an interest free Security Deposit a sum equivalent to 12 (Twelve) months of the monthly License Fee for the Location within the period indicated in Clause 5.8.2. The Security Deposit shall be in the form of a Demand Draft or BG or eBG (Bank Guarantee format – Appendix - I of Annexure - VI) or pay order or Online Payment in favour of BMRCL, drawn on any scheduled commercial bank/nationalized bank and payable at Bengaluru.

6.2.2 The Security Deposit shall be released on application by the Licensee after the expiry of the License Term and provided the Licensee has discharged all his obligations and dues under the License Agreement / Tender and produced a “No Objection Certificate” certified by concerned department(s) of BMRCL.

6.2.3 If the licensee obtained power and water from BESCOM and BWSSB, shall submit an “No Dues Certificate” prior to vacating the licensed premises. After clearance of any pending dues BMRCL will permit the Licensee to remove all loose furniture, refrigerators, air conditioning equipment, structures, and shop front and hand over the Licensed Premises to BMRCL together with the keys of the Licensed Premises. Such removal shall be carried out at the Licensee’s cost under the supervision of BMRCL’s

architect, engineer or consultant. However, any damage to the Licensed Premises by such removal shall be made good by the Licensee and if the Licensee fails to do so, then in that case, BMRCL may adjust the Security Deposit to make good such damages. If the damages exceed the amount of the Security Deposit, the damages shall be paid by the Licensee to BMRCL without dispute within 10 (ten) days of BMRCL notifying the Licensee of the amount thereof.

6.2.4 The Bidders who are willing to submit Security Deposit in the form of Bank Guarantee, the same shall be valid for 54 months i.e., 48+6=54 months. If the License is extended for 2 more years, the Licensee shall extend the validity of the Security Deposit BG for further period of 24 months. If the Licensee fails to extend the Security Deposit BG within the time permitted by BMRCL, BMRCL shall initiate License Termination process as per Clause 7.8.2.

6.2.5 In case the Bidder willing to submit Security Deposit in the form of Bank Guarantee / e-BG, the same shall be submitted mandatorily as per BMRCL prescribed format at Appendix – I, Annexure - VI of Section-8 of the Tender Document. Security Deposit BG / e-BG will not be acceptable if the same is not as per BMRCL prescribed format.

6.3 Common Area Maintenance Charges

6.3.1 The Licensee shall pay BMRCL Common Area Maintenance Fees calculated at the rate of **Rs. 5/** per square feet of the area of the Licensed Location per month, if the licensed premises is within the station premises or abutting to the station walls. No CAM charges is applicable if the licensed premises is away from the station premises. However, the Licensee must maintain the licensed premises clean and hygienically. In case of any violation, penalty/fine of Rs. 1,000/- shall be imposed for each occurrence. The applicable CAM charges will be exclusive of GST. The maintenance fees will be payable in advance by the 10th day of each month. The proceeds of the maintenance fee shall be utilized for the purpose of technical maintenance of common areas, towards housekeeping including machineries / consumables & security deployed at Stations. The applicability of CAM charges for the tendered locations are detailed in the table below;

Table – VII Common Area Maintenance Charges

Sl. No.	Location Code	Name of the Station	Approx. area in sq. ft.	Applicability of CAM Charges at the rate of Rs. 5/- per sq. ft. per month
I	II	III	V	VI
1	RO-BIEC-GL-1	Madavara	280	**Applicable**
2	RO-YPM-GL-10	Yeshwanthapura	735	Not Applicable
3	RO-SPGD-OS-1	Mantri Square Sampige Road	8,000	Not Applicable
4	RO-KRMT-GL-1	KR Market	1,150	Not Applicable
5	RO-KRMT-GL-2	KR Market	825	**Applicable**
6	RO-BSNK-CL-1	Banashankari	330	**Applicable**
7	OR-ITPL-CL-FOB-1	Pattandur Agrahara	840	**Applicable**

6.4 Utilities

6.4.1 BMRCL will make available water and electricity supply to the Licensed Premises in accordance with Table S (II) – 2.8.1 of the Tender Document. The Licensee shall, at its sole cost, procure, install, and maintain all pipelines, wiring, cabling, protection devices, and any other ancillary infrastructure required to draw such utilities from BMRCL-designated distribution points to the Licensed Premises. All such installations shall strictly adhere to the technical specifications, safety guidelines, and statutory requirements prescribed by BMRCL and the applicable laws.

6.4.2 The concerned departments of BMRCL shall install separate/dedicated meters for water and electricity supply for the Licensed Premises. All charges for utilities ("Utility Charges"), shall be invoiced to the Licensee on a monthly basis as per commercial tariff and the Licensee shall remit payment to BMRCL or its authorized agency within Five (5) days from the date of receipt of such invoice. Delay in payment or Utility Charges shall attract charges as per the prevailing BESCOM / BWSSB norms.

6.4.3 Where backup power is provided by BMRCL through diesel generator ("DG Power"), the same shall be charged to the Licensee on actual basis. The applicable DG Power tariff shall be determined by BMRCL based on the cost of diesel consumed, maintenance and operational costs of the generator, manpower and administrative charges associated therewith etc.

6.4.4 In the event BMRCL supplies water other than BWSSB i.e., water tankers etc., the Licensee shall be liable to bear any additional cost arising therefrom, calculated on the basis of actual consumption attributable to the Licensed Premises.

6.4.5 Any request by the Licensee for additional water or power supply beyond the limits prescribed under the Tender Document shall be subject to BMRCL's approval and availability of capacity. In the event BMRCL is unable to provide such additional utilities, the Licensee shall, at its own cost, arrange for the same from external sources, without recourse to BMRCL.

6.4.6 If, for any reason whatsoever, BMRCL is unable to provide any of the Utilities, in whole or in part, the Licensee shall be responsible for arranging sources of electricity, water, and sanitary services. In such circumstances, BMRCL shall issue the requisite No Objection Certificate ("NOC") to enable the Licensee to procure such utilities from third-party sources. BMRCL shall not be held liable for any claims, losses, or damages arising from such non-availability of Utilities.

6.5 Payment of taxes

GST, Service Charges, and any other applicable taxes prevailing from time to time will be payable by the Licensee, in addition to the License Fee and charges towards maintenance and Utilities.

6.6 Payments to be made in full

No part payments in respect of License Fee, Utility Charges, Common Area Maintenance Charges, GST & Delay Period Interest etc. payable to BMRCL are acceptable. In the event of a dispute regarding any amounts to be paid by the Licensee, the Licensee may approach BMRCL to resolve the same, subject to paying the entire amount invoiced/claimed prior to raising a dispute. In the event of any delay in payment of License Fee & Common Area Maintenance Charges to BMRCL, the Licensee shall pay penalty at the rate of simple interest calculated at one-year SBI Marginal Cost of Funds-based Lending Rate (MCLR) per annum on the outstanding amount.

SECTION – 7: KEY TERMS OF THE LICENSE

Key terms of the License are outlined in brief below. Further terms of the License are provided in detail in the indicative License Agreement provided in Appendix - X of Section - 8 of the Bid Document.

7.1 The Term of the License and Extension of License

7.1.1 For any category as per Clause 2.5.1 of Section - 2:

a. The Licensee will be granted initially for a License period of Four (04) years, which can be extended further up to a maximum period of Two (02) years subject to the Licensee not having defaulted in the payment of License Fee and other dues payable to BMRCL during the initial Four (04) year term and further has not flouted any of the terms and conditions subject to the approval of the Competent Authority, a further period of Two (02) years may be granted. The term of the License, described more fully in Clause 7.1, shall be renewed in accordance with the process and for such additional periods as mentioned in Clause 7.1 and described in the License Agreement, provided the Licensee has complied with the terms of the License Agreement.

b. Further, if the License is terminated before completion of Four (04) years or if the License is not extended beyond Four (04) i.e., not completing Six (06) years License Period, the existing Licensee will not be entitled for Right of First Refusal (ROFR).

c. In order to avail Right of First Refusal (ROFR) benefit, the existing Licensee on successful completion of Six (06) years License Period, is required to participate in the subsequent Tender for the same location and if he is not declared as H1 Bidder, the Licensee must agree to match the highest quoted offer (H1) received for that particular licensed space. In the event, if the existing Licensee fails to match the highest acceptable bid, they shall be required to vacate the licensed premises in accordance with Clause 7.9 set forth herein.

d. If the existing Licensee opts for & agrees to match the H1 quote for the existing licensed premises in the subsequent Tender, BMRCL will issue Letter of Acceptance to submit his acceptance to the H1 quote to the existing licensee in writing and shall submit Security Deposit as per the terms and conditions for the subsequent Tender, without fail. On submission of Security Deposit within BMRCL stipulated time, the existing Licensee shall enter into a fresh License Agreement as per the terms and conditions of the subsequent Tender. Secondly, no fit-out period shall be applicable to the existing licensee if the same licensed premises are awarded to them under a subsequent tender.

e. In case if the existing Licensee fails to submit Security Deposit and enter into fresh License Agreement as per the terms and conditions of the subsequent Tender, the Tenderer shall cease the operation of the retail outlet as directed BMRCL and vacate

the licensed premises as per Clause 7.9 of Section-7 of this Tender Document. Consequently, without any prejudice BMRCL will offer the Licensed premises to the H1 Bidder as per clause 5.8 of Section-5 of this Tender Document.

Note: (1) The existing Licensee can exercise the Right Of First Refusal (ROFR) in the subsequent Tender only for that particular location in which he has successfully completed 06 (4+2) years of License Period.

(2) BMRCL will initiate the subsequent Tendering process well in advance to expiry of tenancy of the existing Licenses.

7.2 Notice to proceed and Fit-Out Period

7.2.1 On the date of issuance of the Notice To Proceed as per Clause 5.8.1, BMRCL will provide access to the Location. This date will be the recorded date in the License Agreement as the date of commencement of fit-out period / handing over of the Location to the Licensee.

7.2.2 The Licensee shall be provided a Fit-Out-Period indicated in Table - VIII below, calculated from the date of the Notice To Proceed, for setting up the Retail Outlet at the Location ("**Fit-Out Period**"). The License Fee shall commence from the next day of expiry of the Fit-Out Period as indicated in Table - VIII below. The Retail Outlet shall be set up in accordance with the final drawings submitted by the Bidder and approved by BMRCL in accordance with Clause 5.8.3 of this Bid Document. In the event that the Licensee is unable to commence commercial operations of the Retail Outlet within the Fit-Out Period, the Licensee shall make a representation stating the exact reasons for seeking grace period. On examination of the same, BMRCL may grant an additional period ("**Grace Period**") up to a maximum of 30 (thirty) days from the date of expiry of the Fit-Out Period. However, in such event, the Licensee is obligated to pay the License Fee and applicable taxes during the Grace Period and any extensions thereof. Waiver of the licence fee for the Grace period or any extension, if found necessary, shall be sole at the discretion of the Competent Authority and the decision of the Competent Authority shall be final and binding on the licensee.

7.2.3 The Fit-Out Period in respect of each of the Categories is provided below:

Table - VIII: FIT OUT PERIOD

Sl. No.	Area/License Space	Fit-Out Period (No. of days from notice to proceed)
1	For licensed space less than 500 sq. ft.	60
2	For licensed space between 501 to 1,000 sq. ft.	90
3	For licensed space above 1,001 to 1,500 sq. ft.	120

7.2.4 The area offered at Mantri Square–Sampige Road Metro Station (RO-SPGD-OS-1) is an open-to-sky area. The successful Bidder is permitted to fabricate a temporary steel

structure for securing goods/products and the minimum fit – out period of 60 days will be provided as the structure is temporary in nature.

7.2.5 The Licensee shall, prior to commencing commercial operations of the Retail Outlet, intimate BMRCL, who shall convey approval for the same within 5 (Five) Working Days. The Licensee shall not commence commercial operations until it has received formal approval in writing from BMRCL.

7.2.6 During the fit-out period, the Licensee shall ensure that the Location is adequately barricaded/enclosed to the full height of the Retail Outlet to prevent damage or disturbance in the surrounding area.

7.2.7 All areas shall be kept free from dust, debris, and similar materials. Sharp projections, protruding nails, or other hazardous objects shall be suitably guarded or avoided to maintain a safe working environment.

7.2.8 Open sides or openings where workers, equipment, vehicles, or lifting appliances may fall whether within or outside the building shall be suitably guarded or covered, except in areas where free access is required by the nature of the work.

7.2.9 Suitable safety nets shall be provided in areas where there is a risk of persons or materials falling, in accordance with applicable national safety standards.

7.2.10 The erection or dismantling of structures, temporary works, shoring, or any similar activities shall be carried out only by trained personnel under competent supervision.

7.2.11 Scaffolding shall be assembled, dismantled, or significantly altered only under the supervision of a competent person and by individuals who have received appropriate and specific safety training related to the risks involved.

7.2.12 Suitable and sufficient measures shall be taken to prevent falls or slips, including the use of personal fall protection systems. Where site conditions expose workers to open edges, retractable fall arrester devices shall be mandatorily used. All workers shall be provided with personalized safety harnesses and trained to ensure they are properly anchored to the fall arrest system at all times during work.

7.2.13 The Licensee shall ensure safe practices in the use of power supply and electrical equipment, which shall be fitted with appropriate protective devices.

7.2.14 All electrical works shall be executed only by duly licensed and authorized electrical personnel. All cables shall be selected with due consideration to the environmental conditions in which they will operate, their intended functional requirements, and in accordance with the standards specified in Appendix – V of this document. The Licensee shall ensure that all plugs, socket outlets, connectors, and couplers used within the Licensed Premises conform to the relevant Indian Standards (IS) or other applicable internationally recognized standards.

7.2.15 BMRCL will not provide power/water supply for the construction of the outlet, the licensee shall make their own arrangements in this regard. During construction activities

at the Station, the Licensee should take all safety measures and BMRCL will not be held responsible for any accident/incident.

7.2.16 No loose connections or tapped joints shall be permitted in any part of the workplace, including offices, storage areas, or other designated spaces.

7.2.17 The Licensee shall, prior to commencing commercial operations of the Retail Outlet shall intimate BMRCL and seek approval for the same within 5 (five) Working Days. The Licensee shall not commence commercial operations until approval received from BMRCL.

7.3 Licensee's Covenants and Obligations

During the Term of the License, the Licensee shall have the following obligations/responsibilities:

(a) Premises and Products

(i) The Licensee shall use the Location only for operating the Retail Outlet in accordance with the Bid Document/License Agreement and adhere to all the Applicable Laws in the conduct of the business. The Licensee shall not, under any circumstances, assign, sublet, sub-license, transfer, create any tenancy or sub-tenancy, or grant any easement, right, title, interest, privilege, possession, or any other protected or unauthorized rights in respect of the Licensed Premises to any third party.

(ii) As per the KANNADA LANGUAGE COMPREHENSIVE DEVELOPMENT (AMENDMENT) ACT, 2024, the licensee shall ensure that, "the name boards of outlet displays 60% in size in Kannada language compared to name in English language and further, Kannada name shall be displayed in the upper half of the name board".

(iii) The Licensee shall ensure that there is full and free access to the Location for all commuters and visitors.

(iv) The Licensee shall at its own cost maintain all electric, water and other utility fittings and installations and all other electric and other equipment and fittings in the Location.

(v) The Licensee shall at all times be responsible for all its equipment, fittings and materials in the Location and BMRCL shall not in any way be responsible for any loss or damage caused on any account whatsoever.

(vi) The sale, storage and handling of raw items and finished products will be in extremely hygienic conditions and as per acceptable norms of the

industry. Such storage, and handling of raw items and finished products shall be certified as per the norms of the industry and its standards.

(vii) Eco-friendly/biodegradable packaging materials should be used. Use of plastic is only allowed as per the guidelines, if and only if there is no other suitable option available.

(viii) After the closing of each service day, proper arrangements shall be made for the collection of garbage and its proper disposal. The licensee shall satisfactorily dispose of garbage collection. Any violation, penalty/fine of Rs. 1,000/- shall be imposed by BMRCL for each occurrence.

(ix) The Licensed Premises (including external surfaces of windows and doors) shall be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste, trash and garbage in proper receptacles.

(x) The licensee shall not promote any other product and services which is not being sold in the retail outlet and shall not place or display any merchandise or advertising material of any nature whatsoever outside wall of the outlet/Licensed Premises or in any part of the Circulating Area without the prior approval in writing of BMRCL.

(xi) Adequate staff shall be deployed to ensure satisfactory services to the metro commuters/general public. The staff at the outlet must be well groomed and wear neat and clean uniforms with name badges. The staff must be courteous and polite to every passenger/general public at all times. In case of any ill behavior or part of such staff, the licensee shall be obliged to take appropriate action against such erring staff.

(xii) The Licensee shall exhibit tariff and list of products along with the quantity to be sold in the outlet for the information of the customers. The price list should be displayed in Kannada language.

(xiii) For the sale of all items, a proper bill will be issued to the customer. The charges shall be collected as mentioned in the rate chart. In case of any instance of overcharging or non-issuance of a proper bill, penalty/fine of Rs. 1,000/- shall be imposed by BMRCL for each occurrence.

(xiv) The licensee shall display food license/trade license or any other statutory permissions in a prominent place of their retail outlet.

(xv) The Licensee shall not conduct unethical business practice.

(xvi) Retail outlets located inside the station premises shall remain open only during the commercial operation hours of the Metro service. In case the outlet is located outside the station building, its opening and closing timings shall be as per the guidelines prescribed by the local authorities.

(xvii) The licensee shall not display anything, that shall be or is likely unfair, illegal, unlawful, immoral, or the like and shall comply with extant rules and regulations of relevant government agencies.

(xviii) Hazardous Material: The licensee shall not permit any hazardous/prohibited material to be brought upon, stored, kept, used, or discharged on or about the Leased Premises.

(xix) The licensee shall not promote specific religious, political or social views in any way whatsoever. Solicitation is prohibited.

(xx) The Licensee shall ensure to submit the applicable trade license/ food license to BMRCL within 45 days of commercial operation, which is issued by BBMP/Local municipal corporation or any other competent authority required under Applicable law and also licensee ensure to submit the applicable trade license/ food license's copy to BMRCL on every renewal until the end of the license period/term. Non-production of the trade license may entail for the cancellation/termination of the license agreement.

(xxi) If at any time during the term of this Agreement, BMRCL is of the opinion that the Licensee has not been maintaining the Licensed Premises in accordance with the standards set out in this Agreement or as required by BMRCL, or the quality of the furniture, fittings or other items used in the Licensed Premises has deteriorated or does not meet BMRCL's requirements, BMRCL may, by written notice, require the Licensee to upgrade / retrofit / redevelop the Licensed Premises at the cost of the Licensee. If the Licensee fails to comply with the notice within 30 (thirty) days, BMRCL may treat this as a material breach and proceed accordingly.

(b) Statutory Compliance

(i) The Licensee its agents, representatives and servants shall carry out all its activities in accordance with Applicable Law and BMRCL shall not be liable for non-fulfillment of statutory obligations by the License.

(ii) The Licensee will be solely responsible for obtaining and maintaining requisite approvals under the Applicable Law and shall be directly responsible to Government Authorities for compliance with the provisions of the terms thereof. BMRCL shall have the right to require the Licensee to furnish any approvals that are required to be maintained by it at any point of time during the currency of this Agreement. BMRCL shall not be liable in any manner whatsoever (whether statutory, tortious or otherwise) whatsoever if the Licensee has failed to obtain or maintain requisite permissions.

(iii) Without limiting the above, the Licensee shall comply with and implement all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time. The Licensee will get himself registered with the concerned statutory authorities as provided in the Contract Labour (Regulation and Abolition) Act, 1970 and shall be directly responsible to the authorities there under for compliance with the provisions thereof.

(c) Insurance to be taken by the Licensee

BMRCL will procure insurance against third party liability on behalf of the Licensee. The Licensee shall procure and submit to BMRCL copies of insurance policies effected with an insurance company operating in India in respect of the following:

(i) Licensee's Property at Location: The Licensee shall insure all furniture, fittings and contents against Standard Fire and Special Perils policy and Burglary policy for a limit of not less than full replacement cost.

(ii) Insurance For Workers: The Licensee shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Licensee.

(iii) Liability to Third Party: Licensee to be responsible for all liabilities to third parties (including BMRCL) arising out of loss, damage, death or bodily injury (including bodily injury arising out of the consumption of food and beverages sold within the premises of BMRCL). The Third Party insurance covering an amount of Rs. 5,00,000/- (AOA): Rs. 5,00,000/- (AOY) may be obtained against losses and claims arising from the death or injury to any 3rd party(s) including person(s) employed by BMRCL.

The Licensee shall procure all insurances for which he is responsible with such insurers and on such terms as are approved by BMRCL. The Licensee shall comply with the conditions stipulated in each of the insurance policies. The Licensee shall make no material alteration to the terms of any insurance without the prior approval of BMRCL. If the insurer makes (or purports to make) any such alterations, the Licensee shall notify BMRCL immediately.

If the Licensee fails to effect and keep in force any of the insurances required, or fails to provide satisfactory evidence, policies and receipts in accordance with the requirement, BMRCL may without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default and pay the premiums due. In such a case, the premium paid by BMRCL plus nominal administrative charge shall be recoverable from the Licensee by BMRCL, and may be deducted by BMRCL from any monies due or to become due, to the Licensee or recover the same as debt due from the Licensee. The Licensee shall not dispute the amount of premium paid by BMRCL or the overhead charges thereon.

7.4 Reserved rights of BMRCL

7.4.1 Events in circulating areas: BMRCL may permit any person or organization to hold any event or exhibition or display any merchandise or organize any parade, theatre, display or show in any part or parts of the circulating area of the Station at such times and upon such terms and conditions as BMRCL may in its absolute discretion think fit. The Licensee shall have no objection to the same.

7.4.2 Rules of Building: BMRCL shall have the right at any time and from time to time to delete, vary, amend or add to the rules and regulations included in the Licensee's Handbook whenever BMRCL deems such variation, amendment, deletion or addition thereto shall be necessary or desirable for regulating the use of the Location or the circulating area or any part thereof and / or for the safety, care and cleanliness thereof.

7.4.3 Consent or approval of BMRCL: In any case where, the doing or executing of any act matter or thing by the Licensee is dependent upon the consent or approval of BMRCL, such consent or approval may be given or withheld by BMRCL in its absolute discretion unless otherwise herein provided.

7.4.4 BMRCL's Right to Inspect: BMRCL and its agents may at all reasonable times upon giving to the Licensee reasonable notice, (except in case of emergency when no notice shall be required) enter the Location and view the state or repair thereof, and may serve upon the Licensee a notice in writing of any defect for the repair of which the Licensee may be responsible hereunder, requiring the Licensee within a reasonable time to repair the same at his own cost. Such repair shall subject to the satisfaction of BMRCL.

7.4.5 Re-location of the Retail Outlet: In the event if BMRCL finds it necessary to undertake any construction or other development intended to improve the commuter circulation or decongest the area to improve the efficiency and functioning of the station/premises, which will make it necessary to re-locate the Retail Outlet from the Tendered Location. BMRCL shall intimate the Licensee, and may offer an alternate space at the same station or any other station. BMRCL cannot ensure that such alternate space is comparable to the Location being utilized by the Licensee. The Licensee may either accept or reject the offer of the alternative Location.

In the event that the Licensee accepts the offer of alternative premises, the Licensee shall vacate the Licensed premises, submit the GFC drawing for construction at alternate location as per Clause 5.8.3 of Section-5 and commence commercial operations at the alternate premises within the Fit-out period as per Table: VIII from the date of receipt of intimation from BMRCL of the re-location. All costs and expenses (including without limitation cost of dismantling, any stamp duty and/or registration expenses) relating to such relocation shall be borne by the Licensee and the Licensee shall not be entitled to claim any damages, compensation or reduction in the License Fee or Maintenance Fee for the same.

In the event that the Licensee rejects the offer for alternative premises, the License Agreement shall terminated on the date falling 90 (ninety) days after the date of receipt of the notice of rejection of alternate location from the Licensee. The Licensee shall be required to vacate the Location in accordance with the terms of the License Agreement.

BMRCL shall refund the license fee on prorata basis from the date the licensed premises is vacated**.**

7.4.6 Closure of Station or Retail Outlet: BMRCL may, on the occurrence of an emergency, or for the purposes of any repair, construction or other work required to be carried out at the Station or part thereof shut the Station or any part thereof, including the Retail Outlet for such period as it may deem necessary. In such event:

(i) If the Retail Outlet is required to be closed for a period exceeding 4 (four) hours but not more than 8 (eight) hours in a day, the Licensee shall be entitled to a reduction of 50% (fifty percent) of the pro-rated License Fee applicable for such day.

(ii) If the Retail Outlet is required to be closed for a period exceeding 8 (eight) hours in a particular day, the Licensee shall be entitled to a reduction of 100% (one hundred per cent) of the pro-rated License Fee applicable for such day.

(iii) In the event that the Licensee is prevented, either wholly or to a substantial extent, from carrying on normal operations at the Retail Outlet for a period exceeding 180 (one hundred and eighty) days, due to a closure of the Retail Outlet pursuant to this Clause, BMRCL may offer an alternate premises as per Clause 7.4.5.

7.4.7 Repair and damages: Any repair or damage due to fire or damage caused due to riots etc., the outlet shall be repaired at the licensee own cost. Utilities as provided earlier will be restored by BMRCL. Receiving of licensee fee during such period will be governed by clause 7.4.6

7.5 Compliance with Applicable Law

7.5.1 The Licensee shall comply with all Applicable Laws and BMRCL shall not be liable for non-fulfilment of statutory obligations by the License. Any violation of Applicable Law shall be considered a material breach under the License Agreement and may entail termination of the License Agreement.

7.5.2 The Licensee will be solely responsible for obtaining requisite Approvals and shall be directly responsible to Government Authorities for compliance with the provisions of the terms thereof.

7.5.3 The Licensee shall comply with and implement all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time. The Licensee will get himself registered with the concerned statutory authorities as provided in the Contract Labour (Regulation and Abolition) Act, 1970 and shall be directly responsible to the authorities there under for compliance with the provisions thereof.

7.6 Compliance with Licensees' Handbook

7.6.1 BMRCL shall in due course of time publish a comprehensive handbook containing the rules and regulations applicable in the Station and the same shall be binding on the Licensee. Until such publication of the Licensee Handbook, the Licensee shall be bound to comply with the brief terms of the Licensee Handbook which are incorporated in Schedule 2 of the License Agreement.

7.7 Banned Items – Negative List of Items

The Licensee shall not use, or permit the use of the Licensed Premises for the products/activities mentioned herein under:

a) Sale, storage, or use of any product, or provision of any service, the sale or provision of which is unlawful, illegal, or deemed unlawful under Applicable Law.
b) Storage or sale of any product that may lead to, or be considered, a fire hazard, such as firecrackers, industrial explosives, chemicals, or other materials that compromise the safety or security of the metro system.
c) Storage and sale of liquor, alcoholic drinks, or beverages.
d) Sale of tobacco and tobacco products.
e) Use of LPG or kerosene oil, unless expressly permitted by BMRCL.
f) Casinos, gambling, and allied activities.
g) Operation of pubs, discotheques, or bars.
h) Operation of a butcher or slaughter shop.
i) Storage or sale of radioactive or magnetic materials.
j) Operation of a hookah bar.
k) Operation of a massage parlour.
l) Storage or sale of animals or wildlife products, including live birds, animals, mounted specimens, etc.
m) Storage or sale of restricted or protected plant materials, or any other endangered/regulated species under applicable laws.
n) Storage, sale, distribution, or use of arms, ammunition, gunpowder, combustible substances, or weapons.
o) Storage or sale of human remains or body parts.
p) Collection, storage, sampling, or testing of human or animal samples, including blood, urine, swabs, or other pathogenic samples.
q) Storage or sale of restricted or protected plant materials, or any other endangered/regulated species under applicable laws.
&
r) Any other items / things declared hazardous or banned by GoK or GoI or BMRCL in future.

7.8 Termination of the License:

7.8.1 The Licensee is not entitled to terminate the License Agreement during the first Twelve (12) months from the date of execution of the License Agreement, of the first term, without cause, except as expressly provided herein;

(i) The Licensee may terminate the License Agreement within the first Twelve (12) months or thereafter due to BMRCL event of default. In such event, the Security Deposit paid by the Licensee shall be refunded, without any interest, after adjustment of any outstanding dues payable to BMRCL. The Licensee shall have no right to claim any further compensation in connection with such termination.

(ii) BMRCL can terminate the License Agreement within the first Twelve (12) months due to a Licensee event of default, in accordance with the procedure provided in Clause 7.8.2 below. In such event, the entire Security Deposit will be forfeited, after adjustment for any dues from the Licensee. The Licensee shall have no right to object, or claim any compensation in connection with, such termination.

(iii) If the Licensee wishes to terminate the License Agreement before completion of first Twelve (12) months due to any reason(s), the Licensee shall submit Six (06) months written notice to BMRCL. Upon such pre-mature closure of License i.e., before completion of Lock-in Period (12 months), the Security Deposit paid by the Licensee will be forfeited after adjustment for any dues from the Licensee. The Licensee shall have no right to object, or claim any compensation in connection with, such termination.

(iv) The Licensee can terminate the License Agreement after expiry of first 12 months of lock-in period without assigning any reason whatsoever by giving a 6 (six) months written notice to BMRCL. The Security Deposit paid by the Licensee shall be refunded to the Licensee, without any interest, after deduction of outstanding dues payable to BMRCL.

(v) In the event that the Licensee rejects the offer of an alternate premises for the Retail Outlet, as provided in Clause 7.4.5 above, BMRCL may terminate the License Agreement. The Security Deposit paid by the Licensee will be refunded to the Licensee, without any interest, after deduction of outstanding dues payable to BMRCL.

(vi) In the event of a Force Majeure, as defined in Clause 7.11 below, either BMRCL or the Licensee may terminate the License Agreement. The Security Deposit paid by the Licensee shall be refunded to the Licensee, without any interest, after deduction of outstanding dues payable to BMRCL.

(vii) In the event that the Licensee shut down the outlet and remains untraceable for a period of thirty (30) days with or without notifying BMRCL, and BMRCL is satisfied that, under such circumstances, the Licensee may not show-up, BMRCL by issuing a Notice through email / SMS / Speed Post or any other suitable mode, will gives a Notice Period of 30 days to cure such Licensee Event of Default failing which the License Agreement shall be Terminated after the Notice Period. And BMRCL will have the right to enter in the Outlet, take record of Licensee's inventories, and dispose as deems fit to BMRCL and the licensee shall have no claims whatsoever. The Security Deposit held by BMRCL shall be forfeited, after adjustment for outstanding dues payable by the Licensee to BMRCL. Thereafter, the Licensee shall have no right to object, raise any claim, or seek compensation in relation to such

actions of BMRCL. If any amounts are still due by the licensee, due process of law will be followed for the recovery of the same.

7.8.2 BMRCL may terminate the License Agreement, by not less than 30 (thirty) days' written notice of termination to the Licensee, on occurrence of any of the events ("**Licensee Event of Default**") set out below;

a) The License Agreement is liable for termination if the License fee, Common Area Maintenance Charges, Utility charges, delayed payment interest, GST, Service Charge to GBA (Property Tax) etc., payable by the Licensee to BMRCL, is not paid within the prescribed due date.
b) Failure by the Licensee to commence commercial operations at the Retail Outlet by the last date of the Grace Period or any extension thereof;
c) Failure to construct/fabricate the outlet/structure as per the design finally approved by BMRCL;
d) Material breach by the Licensee in fulfilling any of its obligations, including repair and maintenance of the licensed premises;
e) If the Licensee vacates or shuts down the Licensed Premises and otherwise not traceable for a period of 30 (thirty) days without notifying BMRCL.
f) The Licensee has used the Licensed premises for products/activities restricted under Clause 7.7 above.
g) The Licensee has been declared insolvent by any court of Law; or
h) If it is determined by BMRCL that the Licensee has abandoned the License; or
i) If, in the opinion of BMRCL, the Licensee does not provide satisfactory service as intended by BMRCL and for the purpose for which the outlet was provided;
j) Misbehavior of the Licensee or their employees with either BMRCL staff or commuters;
k) A resolution (sole trading/partnership) has been passed for voluntary winding up of the Licensee; or
l) Any petition for winding up of the Licensee has been admitted, and a liquidator or provisional liquidator has been appointed, or the Licensee has been ordered to be wound up by a court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of BMRCL, provided that, as part of such amalgamation or reconstruction, the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Licensee;
m) The Licensee has unlawfully repudiated the License Agreement or has otherwise expressed an intention not to be bound by the License Agreement;
n) If the Licensed Premises is let out on tenancy, sub-tenancy, sub-leased, or any other protected right, title, easement, or interest whatsoever permitting the Licensee to use, occupy, or possess the Licensed Premises is or shall be deemed to have been created or sought to be created by or under the Agreement (whether by the Agreement or by any amendment in law), and the Licensee shall not plead any oral variation to the provisions hereof.

o) If it is discovered that the Licensee has made a material misrepresentation or has given any materially incorrect or false information at any time during the bid process or after the execution of the License Agreement.

On occurrence of Licensee Event of Default, BMRCL shall issue a notice to the Licensee requiring it to cure such Event of Default within the Notice period of 30 (thirty) days from date of such notice. If the Licensee fails to cure the Licensee Event of Default within the said 30 days, BMRCL will be entitled to Terminate the License Agreement and forfeit the entire Security Deposit after adjusting any overdue payable the by Licensee and cease / vacate the Licensed Premises as per clause 7.9 below.

7.8.3 The following events shall constitute events of default of BMRCL ("**BMRCL Event of Default**"):

(a) Failure by BMRCL, without reasonable cause, to provide the Licensee, free and sufficient access to and use of the Location; or
(b) Failure by BMRCL to provide Utilities to the Licensee.

On the occurrence of a BMRCL Event of Default, the Licensee shall by written notice, intimate BMRCL of the same and request BMRCL to remedy the same. BMRCL shall remedy the same within a period of 30 (thirty) days of receipt of the notice, failing which the Licensee shall have the right to terminate the License Agreement, by giving not less than 30 (thirty) days written notice to BMRCL.

7.8.4 The rights of BMRCL to terminate under this clause are without prejudice to the other rights of BMRCL under the license and under law, including without limitation, to seek damages or specific performance.

7.9 Procedure for vacation of the Location

7.9.1 Upon expiry of the License Period by efflux of time or upon premature termination of the License Agreement for any reason whatsoever, all rights granted to the Licensee shall automatically cease. The Licensed Premises, together with all fixtures, fittings, loose furniture, and any other assets affixed to or installed in the Licensed Premises, shall, at BMRCL's option, either: (a) revert to and vest in BMRCL; or (b) be dismantled and removed by the Licensee and the Licensed Premises restored to its original condition, at no cost to BMRCL.

In either case, BMRCL shall have no obligation to pay, reimburse, or adjust any consideration, compensation, damages, or costs to the Licensee. Where the structures installed by the Licensee are of a permanent nature, the Licensee shall act strictly in accordance with BMRCL's directions and shall not raise any claim or demand on any account whatsoever.

7.9.2 If the Licensee obtained power and water from BESCOM and BWSSB, shall submit an

"No Dues Certificate" prior to vacating the licensed premises. After clearance of any pending dues BMRCL will permit the Licensee to remove all loose furniture, refrigerators, air conditioning equipment, structures, and shop front and hand over the Licensed Premises to BMRCL together with the keys of the Licensed Premises. Such removal shall be carried out at the Licensee's cost under the supervision of BMRCL's architect, engineer or consultant. However, any damage to the Licensed Premises by such removal shall be made good by the Licensee and if the Licensee fails to do so, then in that case, BMRCL may adjust the Security Deposit to make good such damages. If the damages exceed the amount of the Security Deposit, the damages shall be paid by the Licensee to BMRCL without dispute within 10 (ten) days of BMRCL notifying the Licensee of the amount thereof.

7.9.3 In the event that the Licensee does not remove its equipment, goods, furniture, fittings and removable structure from the Licensed Premises within 15 (fifteen) days from the date of revocation of permission letter, BMRCL may at its discretion, remove all such equipment, goods, furniture and fittings from the Licensed Premises and dispose off the Licensee's belongings in such manner as it deems fit. Any costs and expenses incurred by BMRCL for such removal shall be payable by the Licensee to BMRCL on demand.

7.9.4 On expiry or termination of the License Agreement, the Licensee shall not be entitled to claim damages, indemnification or any other form of compensation, including compensation for loss of goodwill, in connection with the termination of the License Agreement. The Licensee shall cease to perform operations at the Retail Outlet/Location and the Namma Metro Station and shall hand over charge of the Location in accordance with Clause 7.9.

7.9.5 Notwithstanding anything above, if the Licensee has committed any 'Event of Default' as per the clause 7.8.2 above, the Licensee will only be permitted to vacate the licensed premises subject to complete clearance / remedy of such default on BMRCL's terms.

7.10 DISPUTE RESOLUTION

(a) This Agreement shall be governed by the laws of the Republic of India.

(b) In case of any dispute or differences between the Parties arising out of or in connection with this Agreement or its performance, including the interpretation thereof and any non-contractual obligations, the same shall be referred for conciliation by a sole conciliation to be mutually appointed by both the Parties.

(c) All proceedings in any such conciliation shall be conducted in English and the place of conciliation shall be Bengaluru.

(d) The conciliation shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996.

(e) In the event of failure of conciliation, the parties shall be at liberty to approach Commercial court at Bengaluru for adjudication of the dispute.

The courts in Bengaluru shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

7.11 Force Majeure

7.11.1 For the purposes of this Bid Document, "**Force Majeure**" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

7.11.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of the License Agreement, and (B) avoid or overcome in the carrying out of its obligations. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

7.11.3 The failure of a party to fulfil any of its obligations under the License Agreement shall not be considered to be a breach of, or default under, the License Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

7.11.4 A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

7.11.5 A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

7.11.6 If a party is prevented from performing its obligations for a period of 60 (sixty) days or more within a continuous period of 90 (ninety) days due to a Force Majeure event, either party may in its sole discretion terminate the License Agreement by giving 30 (thirty) days prior notice in writing to the other party without being liable in any manner whatsoever.

7.11.7 The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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SECTION – 8: APPENDICES & ANNEXURES

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APPENDIX I: ANNEXURE I

(Refer to Clause 2.11 & 2.12)

LETTER COMPRISING THE BID

[Note: Bidders submitting bids for multiple locations under the same category shall submit one copy of this form. The bid must be uploaded through the e-Procurement Portal before the due date and time as per KPP Portal].

[*Mention Date*]

The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, "BMTC complex"
Shantinagara, Bengaluru 560 027
India

Dear Sir,

Re: **BID FOR SELECTION OF LICENSEE FOR _____[Mention Location Code] RETAIL OUTLET/S (CATEGORY/IES_____[*Mention Category*])**

With reference to your Bid Document _____[*Mention tender number*] dated _____[*Mention Date of the Bid Document*] ("**Bid Document**"), I/we, having examined the Bid Document and understood its contents, hereby submit my/our Bid in response to the Bid. The Bid is unconditional and unqualified.

1. We acknowledge that BMRCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Selected Bidder for the License, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as the Licensee for implementing the License.

3. We shall make available to BMRCL any additional information it may find necessary or require to supplement or authenticate the Bid.

4. We acknowledge the right of BMRCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. We certify that in the last three years, we or our Affiliates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any entity nor have had any contract terminated by any entity for breach on our part.

6. We declare that:

   (a) We have examined and have no reservations to the Bid Document, including any addendum issued by BMRCL;

   (b) We do not have any Conflict of Interest in accordance with Clause 2.11 of the Bid Document;

   (c) We have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice, as defined in Clause 2.1.1 (n) of Section -2 of the Bid Document, in respect of any tender or request for proposal issued by or any agreement entered into with BMRCL or any other contracting party, public sector enterprise or any government, Central or State; and

   (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 2.12 of Section -2 of the Bid Document, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice.

7. We understand that BMRCL may cancel the bid process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the License, without incurring any liability to the Bidders.

8. We or any of our Affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the License or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Affiliates have not been charge-sheeted by any agency of the Government or convicted by a court of law.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our Affiliates or against our CEO or any of our directors/ managers/employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BMRCL in connection with the selection of the Bidder, or in connection with the bid process itself, in respect of the License and the terms and implementation thereof.

12. In the event of our being declared as the Selected Bidder, we agree to enter into the License Agreement in accordance with the draft that has been provided to us as Appendix- X of Section -8 of the Bid Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

13. We have studied the Bid Document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by BMRCL or in

respect of any matter arising out of or relating to the bid process including the award of the License.

14. We offer the following Earnest Money Deposit to BMRCL in accordance with the Bid Document:

Sl. No.	Location Code	Details of EMD
1		Rs.
2		
3		
4		
5		
6		
7		

15. The Earnest Money Deposit in the form of a demand draft is enclosed.

16. We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, shall we have any claim or right of whatsoever nature if the License is not awarded to us or our Bid is not opened or rejected.

17. The Financial Bid(s) has been proposed by us after taking into consideration all the terms and conditions stated in the Bid Document, including the draft License Agreement, our own estimates of costs and traffic and after a careful assessment of the Location(s) and all the conditions that may affect the cost and implementation of the License.

18. We agree and undertake to abide by all the terms and conditions of the Bid Document.

19. We shall keep this offer valid till 180 (one hundred and eighty) days from the Bid Due Date.

20. I/We have downloaded the complete Bid document including Corrigenda/ Addenda/ 'BMRCL's clarifications on pre-bid queries' from eProcurement Portal.

In witness thereof, we submit this Bid under and in accordance with the terms of the Bid Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)
Place: Name and seal of Bidder

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APPENDIX I**: ANNEXURE II**

(Refer to Clause 2.8)

DETAILS OF BIDDER

[Note: Bidders submitting bids for multiple locations under the same category shall submit one copy of this form. The bid must be uploaded through the e-Procurement Portal before the due date and time as per KPP Portal].

Affix latest Passport size photograph

[In case of an individual/Authorised Signatory(s)]

1	Name of the Bidder	
2	Status of the Bidder(Individual/Trust/Start Up Company/ Bank/Partnership firm/Registered Company)	
3	Address, Contact number & email ID of the Bidder	
4	Date of incorporation and/or commencement of business	
5	PAN card No	
6	Bank Account Details: a) Name of the Bank b) Account Holder Name c) A/C Number in Full d) IFS Code e) Branch Name	
7	Particulars of Partners/Promoters:- Name: Contact No: E-mail ID:	
8	Details of person who will serve as the point of contact/communication	
	Name:	
	Designation:	
	Company:	
	Address:	
	E-Mail Id:	
	Phone Number:	
	Fax Number:	
9	Particulars of the authorised signatory of the Bidder:	
	Name:	
	Designation:	

	Address:	
	E-Mail Id:	
	Phone Number:	
	Fax Number:	

(Signature, name and designation of the
Authorized Signatory)

Name and seal of the Bidder

Place:
Date:

APPENDIX I: ANNEXURE III

(Refer to Clause 2.8)

DOCUMENTS FOR ELIGIBILITY CRITERIA

[Bidders proposing to submit bids for different Locations in the same Category shall submit a single copy of this form. Bidders wishing to submit bids for Locations in different Categories shall submit separate copies of this form for each Category.]

To,
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, "BMTC complex"
Shantinagara,
Bengaluru 560 027, India

Dear Sir,

We hereby submit our **"BID FOR SELECTION AS LICENSEE/S FOR FOR RETAIL OUTLET (CATEGORY/IES _____ [*MENTION CATEGORY*)".**
Checklist of documents enclosed:

Sl No	Documents/Information to be submitted	Details	Type of Submission	Compliance	Remarks
A.	**Eligibility Criteria**				
1.	Nature of entity	[*Mention here*]	Registration certificate or Memorandum and Articles of Association or Partnership Deed		
Financial Capacity					
2.	Average Annual Turnover (as per Clause 2.9.1 (a) of Section -2)	[*Mention here*]	Turnover Certificate from CA		
3.	Net Worth (as per Clause 2.9.1(c) & (d) of Section -2)	[*Mention here*]	Turnover Certificate from CA		
Technical Capacity					
4.	No. of Retail Outlets	[*Mention Here*]	Turnover Certificate from CA		

(Signature, name and designation of the
Authorized Signatory)

Name and seal of the Bidder

Place:
Date:

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APPENDIX I: ANNEXURE IV

(Refer to Clause 2.8)

Certificate from Statutory Auditors/ Chartered Accountant

(To be submitted under Auditors/CA letter head)

[Bidders proposing to submit bids for different Locations in the same Category shall submit a single copy of this form. Bidders wishing to submit bids for Locations in different Categories shall submit separate copies of this form for each Category.]

Certificate from Statutory Auditors/ Chartered Accountant

This is to certify that the documents of _____ (name of the Bidder), and the details furnished from serial number _____ *(ref. Appendix – I and Annexure III)* towards eligibility criteria has been verified by us and certified to be correct.

Name of the Statutory Auditor/Chartered Accountant

Signature of the Bidder:_____

Seal of the firm

ICAI Membership No. _____

UDIN No: _____

Firm Registration Number (FRN) _____

Place

Date

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APPENDIX I: ANNEXURE V

CONTACT DETAILS OF BMRCL OFFICIALS FOR SITE VISIT

Bidders are requested to contact the officers mentioned below. The Bidder is advised to visit the location physically and familiarize themselves with the site conditions before participating in the Tender.

Sl. No.	Name of officer	Name of Stations	Contact Number
1	Prasanna S	Madavara Yashawanthapura Mantri Square Sampige Road	87223 93530
2	Sanganagouda N T		99018 68184
3	Nagaraj KM	KR Market Banashankari	90362 39780
4	Veerappa T		95911 69027
5	Raghavendra J	Pattandur Agrahara (ITPL)	94817 84173
6	Surekha		74116 52103

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APPENDIX I: ANNEXURE VI
FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To

Bangalore Metro Rail Corporation Limited (BMRCL),
3Floor, BMTC Complex,
K.H. Road, Shantinagara,
Bengaluru – 560027, Karnataka, INDIA.

1. **WHEREAS** ..... [Name and Address of the Licensee] (hereinafter referred to as the "Concessionaire") has undertaken for the due performance of the Contract, in pursuance of LoA/Contract No. ..... for ..... [Description of the Contract work to be specified] (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "BMRCL" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Concessionaire.

2. **AND WHEREAS** it has been stipulated in the Contract that the Concessionaire shall furnish to BMRCL with an unconditional and irrevocable Bank Guarantee for Performance Contract for the sum specified herein below as security for compliance of the obligations and performance of the Concessionaire. In pursuance to this Mr./Mrs./ M/s._____ (The Concessionaire) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ [Name and full address of the Bank including Email address] having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give BMRCLon behalf of the Concessionaire such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to BMRCLand their successors, on behalf of the Concessionaire 'up to a total sum of ....._____ [the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]. Further, the Bank hereby unconditionally, irrevocably, and without demur undertakes to immediately pay, BMRCLupon BMRCL's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without BMRCLbeing required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of BMRCLthe sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: .....

OR

This e-Bank Guarantee shall be encashable at the issuing branch of the Bank through the NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of BMRCL(Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
1	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
2	Name of Bank	Bank of India
3	Branch	Cantonment Branch, Bengaluru
4	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore-560 001
5	Account No.	840420110000760
6	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of BMRCLon or before the due date.

8. BMRCLshall have rights to encash this Bank Guarantee at any time during the validity period and the 'Concessionaire' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'BMRCL'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'BMRCL', without the consent of the 'Concessionaire' and without referring the matter to the 'Concessionaire'.

9. The Bank shall be liable to pay the 'BMRCL', any amount up to and inclusive of the aforementioned full amount upon written order from the 'BMRCL' to indemnify the 'BMRCL' for any liability or damage resulting from any defects and/or shortcomings of the 'Concessionaire' and/or the debts the 'Concessionaire' may have incurred with the 'BMRCL' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'BMRCL' immediately on demand without delay without reference to the 'Concessionaire' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Concessionaire'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'BMRCL' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Concessionaire' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt._____ and Shri/Smt._____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees to be specified in words and figures].

14. This Bank guarantee shall be valid till _____ [Date to be mentioned].

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'BMRCL',

    or

    b) Issue of written communication by BMRCLto the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

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APPENDIX I: ANNEXURE VII
FORM OF BANK GUARANTEE FOR BID SECURITY/ EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagara
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Bidder]* (hereinafter referred to as the "Bidder" or "Concessionaire") has undertaken for submission of Bid in pursuance of RFP Notification No. _____ for _____ *[Name of the Assignment]* (hereinafter referred to as the "Bid" or "Tender" or "Concession").

2. **AND WHEREAS** it has been stipulated in the RFP issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "BMRCL" or "BMRCL") that the Concessionaire shall furnish to BMRCL an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2I of RBI Act 1934 read with second schedule, for the sum specified herein below as EMD (Bid Security) for compliance of the obligations in accordance with the RFP. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as (EMD) Bid Security.

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give BMRCL such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the Concessionaire.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'BMRCL' and their successors, on behalf of the 'Concessionaire' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the RFP document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, BMRCL upon BMRCL's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without BMRCL being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of BMRCL, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:

   Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of BMRCL as given below:

Sl. No.	Particulars	Details
1	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
2	Name of Bank	Bank of India
3	Branch	Cantonment Branch, Bengaluru
4	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore-560 001
5	Account No.	840420110000760
6	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of BMRCL on or before the due date.

8. BMRCL shall have full rights to encash this bank guarantee at any time during the validity period and the 'Concessionaire' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'BMRCL'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'BMRCL', without the consent of the Concessionaire and without referring the matter to the 'Concessionaire'.

9. The Bank will deliver the money required by the 'BMRCL' immediately on demand without delay without reference to the 'Concessionaire' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Concessionaire'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'BMRCL' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to a change in the constitution of the 'Concessionaire' or a change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank to issue the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures]*.

14. This guarantee shall be valid till _____ *[Date to be mentioned]*.

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.

17. Payment by the Bank of the guaranteed sum in full to the 'BMRCL',

or

18. Receipt of written communication from the 'BMRCL' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by BMRCL through NeSL portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____
NAME OF THE BANK:
_____
ADDRESS:
_____

Note:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, which issues the "Bank Guarantee".
2. The above format shall be used for e-Bank Guarantee also.
3. For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.
4. RFP No. as mentioned in the relevant para of ITB shall be the reference to be mentioned in the e-BG.

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APPENDIX II

(Refer to Clause 2.8.1)

POWER OF ATTORNEY FOR SIGNING OF BID

(To be submitted in Non-Judicial Stamp Paper worth Rs. 200/-)

[Note: Bidders submitting bids for multiple locations under the same category shall submit one copy of this form. The bid must be uploaded through the e-Procurement Portal before the due date and time as per KPP Portal].

Know all men by these presents, We, _____[*Mention Name]* _____*[Address of Registered Office of Bidder*] do hereby irrevocably constitute, nominate, appoint and authorised Mr./ Mrs. _____ (Name), son/daughter/wife of _____ [*Mention Name*] and presently residing at _____ [*Mention Address*], who is presently employed with us and holding the position of _____ [*Mention Designation*], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of a license to design, establish, operate and manage RETAIL SPACES at _____, _____, _____ (*Mention location code*) of Namma Metro station ("**License**"), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to Bangalore Metro Rail Corporation Limited ("**BMRCL**"), representing us in all matters before BMRCL, signing and execution of all contracts including the License Agreement ("**License Agreement**") and undertakings consequent to acceptance of our Bid, and generally dealing with BMRCL in all matters in connection with or relating to or arising out of our bid for the License and/or upon award thereof to us and/or till the entering into of the License Agreement with BMRCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ [*MENTION NAME OF BIDDER*], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ [*MENTION DATE*] DAY OF _____[MENTION MONTH], 2024.

For _____ [*MENTION NAME OF BIDDER*]

(Signature, name, designation and address)

[Notarized]

Accepted

(Signature, name, designation and address of the Attorney)

Witnesses:

1.

2.

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APPENDIX III

(Refer to Clause 2.10.4)

LETTER COMPRISING CONCEPT AND DESIGN PROPOSAL

[*The Concept and Design Proposal (i.e. hard copy and CD) shall be prepared as per Clause 2.10.4 of Section 2 of the Bid Document for each Location bid for and attached to this letter.]*

Information provided: *(Strike out Categories which are not applicable)*

To,
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, "BMTC complex"
Shantinagara,
Bengaluru 560 027
India

Dear Sir,

We hereby submit our Concept and Design Proposal, as required by Clause 2.10.4 of Section 2 of the bid document for **"SELECTION OF LICENSEE FOR RETAIL OUTLET (CATEGORY_____ [*MENTION CATEGORY*])"**

Details to be furnished		Compliance Yes/No	**Page No.** *(Mention relevant page number in Concept and Design Proposal)*
i.	Kiosk design with image.		
ii.	Power requirements.		
iii.	Materials used-Fire retardant materials to be used, combustible materials not acceptable.		
iv.	Signage rendering location, size and material used, type (i.e. backlit/ front lit) Signage shall be within the shop front. No moving or blinking signs. Horizontal signs may be acceptable if it is within the shop/kiosk frontage.		
v.	Safety and Security arrangements during non-business hours.		
vi.	Water/Sanitary requirement.		
Hygiene Standards in case of eateries/takeaways – including counter-cleaning, garbage control, pest control etc.			

(Signature, name and designation of the
Authorized Signatory)

Name and seal of the Bidder

Place:
Date:

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APPENDIX IV

(Refer to Clause 2.10.1)

DETAILS FURNISHING THE LOCATION OF THE RETAIL OUTLETS

[*Bidders proposing to submit bid for different Locations in the same Category may submit a single copy of this form. Bidders wishing to submit bids for Locations in different Categories shall submit separate copies of this form for each Category.]*

(The Bidder shall give the details of the Retail Outlets in the format below and shall annex the supporting documents prescribed in Clause 2.10.1 of Section 2 of the Bid Document**)**

Sl. No.	**Address of Outlet**	**Date of opening**	**Mode of operation (owner/franchisee agreement/operation and management agreement**

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)
Place: Name and seal of Bidder

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APPENDIX – V

ELECTRICITY / POWER SUPPLY DETAILS

Mandatory obligations of the licensee for drawing power from the source provided by BMRCL:

i) Licensee shall provide and use a distribution box with suitable current limiter.

ii) Licensee shall use a 2.5 sq. mm. 3 core copper FRLS, PVC flexible cable to IS 694 to draw internal circuit (Phase neutral and earth) for the RETAIL SPACES with power requirement up to 5 kW's.

iii) License shall use 6/4 sq. mm FRLS 4 core copper flexible cable to draw internal circuit for the outlets of 5 kW's above.

iv) The metal box / frame distribution box should be earthed. The boxes should be ISI make like Legrand, Hensel, and Schneider.

v) Licensee shall ensure that the cable exit hole should be with cable glands.

vi) Licensee shall ensure that no cable should be left hanging or dangling between the entry / exit point of the cable and also internal wiring. If so, it should be neatly tagged.

vii) In case the MCB trips for any reason, the licensee is to first check for the internal wiring of his premises. If no defects are found in the premises but the MCB still trips, the licensee is to thoroughly check internal wirings to detect the fault.

Note:

a. BMRCL will examine the feasibility, if for some reason the proposal is not feasible, the Licensee shall make alternative arrangement for electricity supply, for which BMRCL will issue NOC.

b. BMRCL will not be providing power/water supply for construction of outlet. The licensee shall make their own arrangements for the same. The required NOC will be issued to the licensee on demand.

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APPENDIX – VI

GENERAL FIRE AND SAFETY INSTRUCTIONS FOR SUCCESSFUL BIDDER

The following are the general fire and safety guidelines for outlet/outlet located inside the metro station. For outlet/outlet located outside the metro station and not abutting the station walls shall keep fire extinguishers.

1. The Licensee and its staff must be aware of emergency procedures related to fire and electrical failures and must be trained in basic firefighting, including the use of fire extinguishers, evacuation procedures, and first aid.
2. The Licensee shall ensure that all electrical appliances are placed only in designated fixed positions; frequent movement must be avoided. The Licensee shall also conduct visual inspections to identify signs of damage or loose connections.
3. The Licensee shall maintain the minimum required fire protection systems as per the prescribed standards.
4. In cases where installation of individual sprinkler systems is not feasible, the Licensee may draw a connection from the existing Fire Hydrant system at their own cost.
5. With respect to eatery outlets, after commercial hours, the Licensee shall ensure that only essential appliances (e.g., refrigeration units) remain switched ON. The Licensee shall switch OFF and unplug all non-essential appliances (grills, fryers, ovens, blenders, etc.), lighting, HVAC, and ventilation units.
6. The Licensee shall clean areas around all heating appliances, cool and secure all hot surfaces, and turn OFF all gas valves properly (where applicable). The Licensee shall shut down kitchen hood and exhaust systems, maintain proper clearance around electrical appliances, ensure the area is clean, dry, and free from spills, store flammable items safely away from heat sources, and empty waste bins to remove all flammable debris.
7. The Licensee shall ensure that the last attendant certifies the premises are cleaned and safely de-energized.
8. The Licensee shall provide the minimum fire protection system as per the table below.

Sl. No	Description	DCP Fire Extinguishers (9 kg.) As per IS 2190 2010	Fire Detection System	Fire Sprinklers	Clean Agent Fire Extinguishers (5 kg.) As per IS 2190 2010	Smoke ventilation
1	Eatery Outlets (Non- Cooking)	YES	NO	NO	NO	NO
2	Restaurants (More than 1000 Sqft)	YES	YES	YES	YES	YES
3	Eatery outlets (With Cooking)	YES	NO	NO	YES	YES
4	Shops (Less than 100 sqft)	YES	NO	NO	NO	NO
5	Shops (More than 100 sqft)	YES	YES*	NO	NO	NO
*Battery Operated Smoke Detectors may be installed						

A joint inspection of the outlet shall be conducted once every six months by the PD Department along with O&M, E&M, Security, and Fire Departments to ensure adherence to electrical, fire, and safety standards. All Licensees must ensure that their staff strictly adhere to the above instructions. Non-compliance may attract penal action as per the License Agreement and applicable safety regulations.

APPENDIX – VII

THE FINANCIAL BID FORMAT

(This Financial Bid document is only indicative –Bidder has to fill in the e-portal itself)

Bid No.: BMRCL/A (PD)/RETAIL OUTLET-18/2025-26, DATED 20/01/2026

To,

The Managing Director
Bangalore Metro Rail Corporation Limited
3rd Floor, BMTC complex,
Bengaluru – 560 027, Karnataka, India.

Sir/Madam,

Sub: BID for SELECTION OF LICENSEE FOR RETAIL OUTLET AT METRO STATION.

We hereby submit our Financial Bid offer for the retail outlet space mentioned below, exclusive of GST and other applicable taxes. The quoted amount shall not be lower than the prescribed minimum amount. In the event that a bid is submitted for an amount lower than the specified minimum, such financial bid shall be liable for summary rejection without further consideration.

Sl. No.	Station Name	Location Code/s	Business Category	Minimum Monthly Reserve Price in Rs.	Quoted Amount / Month in Figures (Rs.)	Quoted Amount in Words
I	II	III	IV	V	VI	VII
1	Madavara	RO-BIEC-GL-1	*[Bidder has to fill]*	Rs. 15,000/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*
2	Yeshwanthapura	RO-YPM-GL-10	*[Bidder has to fill]*	Rs. 73,500/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*
3	Mantri Square Sampige Road	RO-SPGD-OS-1	*[Bidder has to fill]*	Rs. 1,60,000/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*
4	KR Market	RO-KRMT-GL-1	*[Bidder has to fill]*	Rs. 1,17,000/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*

Sl. No.	Station Name	Location Code/s	Business Category	Minimum Monthly Reserve Price in Rs.	Quoted Amount / Month in Figures (Rs.)	Quoted Amount in Words
5	KR Market	RO-KRMT-GL-2	*[Bidder has to fill]*	Rs. 64,000/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*
6	Banashankari	RO-BSNK-CL-1	*[Bidder has to fill]*	Rs. 37,000/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*
7	Pattandur Agrahara	OR-ITPL-CL-FOB-1	*[Bidder has to fill]*	Rs. 84,000/-	*(Rate to be quoted by the Bidder in eProcurement portal*	*(Total amount to be arrived in eProcurement portal)*

INSTRUCTIONS FOR COMPLETING THE PRICE BID FORM (PRICING DOCUMENT)

1. The Bidder shall fill in and complete the Financial Bid (Price Bid Form) online through Karnataka Public Procurement Portal (eProcurement portal) only and **no hardcopy of commercials should be attached or disclosed elsewhere**.
2. The rate quoted in the Financial Bid shall be applicable for Retails outlet at Metro station. Bidder shall pay to BMRCL a Monthly License fee / space rent as per quoted rate, for operating at the Licensed Premises for a period of only four (4) years from the date of license agreement.
3. The License Fee will be escalated by 7% each year, on a compounding basis. GST shall be as applicable as per law.
4. The final License fee / space rent will be worked out on the basis of actual area handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent monthly license fee / space rent, on pro-rata basis.
5. The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
6. The whole cost of complying with the provisions of the contract shall be deemed to have been included in the quoted rates.
7. The Licensee shall pay all charges, assessments, water and electricity consumption charges and any other charges/fees that may be levied, assessed or charged against the said premise in accordance to Section – 6 of the Tender document.

Certified that:

a) I/We hereby submit our Bid and offer a License Fee (excluding all taxes) for the above said service.

b) I/We shall comply with all tax laws with regards to payments to BMRCL.

c) All taxes at the applicable rates shall be paid to all statutory authorities by the Bidder in addition to the License fee.

We have reviewed all the terms and conditions of the RFP and the draft License Agreement and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP and the draft License Agreement.

Yours faithfully,
For and on behalf of
…….
…….
(Name and address details of the Bidder)
.....
(Signature of Authorized Signatory)
.....
(Name and designation of the Authorized Person)

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APPENDIX – VIII

Undertaking for downloaded tender document

We here by confirm that, we have downloaded or read the complete set of tender documents /addendum/clarifications along with the set of enclosures provided on Karnataka public procurement portal/website *https://kppp.karnataka.gov.in*. We confirm that we have gone through the Tender Documents, addendum/corrigendum and clarifications up to the date of opening of bids on the Karnataka public procurement portal/website [*https://kppp.karnataka.gov.in*]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft Concessionaire agreement.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)
Place: Name and seal of Bidder

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APPENDIX – IX
Checklist of Documents to be Submitted/uploaded

Bidders are advised to go through the tender document and enclose all relevant documents in support of the conditions stipulated. Below list of documents is an Indicative check list.

Sl. No.	List of Documents	Clause / Annexure Reference	Mode of Submission
1	Earnest Money Deposit (EMD) – Online payment / e-BG / BG	Clause 2.13	Upload (PDF)
2	Letter Comprising The Bid	Appendix – I Annexure – I	Upload (PDF)
3	Details of Bidder	Appendix – I Annexure – II	Upload (PDF)
4	Documents For Eligibility Criteria	Appendix – I Annexure – III	Upload (PDF)
5	Certificate form Statutory Auditor/Charted Accounted	Appendix – I Annexure – IV	Upload (PDF, signed by CA with UDIN)
6	Turnover & Net-worth Certificate from Statutory Auditor	Clause 2.9.1 (a), (c) & (d)	Upload (PDF, signed by CA with UDIN)
7	Audited Financial Statements (2020-21, 2021-22, 2022-23, 2023-24, & 2024-25)	Clause 2.9.1 (a), (b), & (c)	Upload (PDF, signed by CA with UDIN)
8	IT Returns of last 5 years i.e., 2020-21, 2021-22, 2022-23, 2023-24, & 2024-25	Clause 2.9.1 (a), (b), & (c)	Upload (PDF)
9	Undertaking for Downloaded Tender Document	Appendix - VIII	Upload (PDF)
10	Power of Attorney for Signing the Bid	Appendix - II	Upload (PDF)
11	Board Resolution for Signing the Bid	Clause 3.4.6	Upload (PDF)
12	Incorporation Certificate	Clause 3.4.6	Upload (PDF)
13	AoA & MoA	Clause 3.4.6	Upload (PDF)
14	Letter Comprising Concept and Design Proposal	Clause 2.10.4	Upload (PDF)
15	PPT Presentation of Proposed Concept and Design Proposal	Clause 2.10.5	(PPT / PDF, signed copy with bid)
16	Kiosk design with image	Clause 2.10.4 & 3.4.6	Upload (PDF)
17	Original Tender Document duly signed in all pages by the Bidder	Clause 3.4.6	Upload (PDF)
18	Photo copy of PAN Card	Clause 3.4.6	Upload (PDF)
19	Aadhar or any Photo Id cum Address Proof issued by statutory body	Clause 3.4.6	Upload (PDF)
20	Certificate issued by KBITS (in case of start-ups)	Clause 3.4.6	Upload (PDF)
21	Relevant documents; if any		Upload (PDF)

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APPENDIX - X
INDICATIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is made on the [*Mention Day*] day of [*Mention Month*], [*Mention Year*] by and between:

1. **BANGALORE METRO RAIL CORPORATION LIMITED,** a public limited company incorporated under the provisions of the Companies Act, 1956, with its registered offices at III Floor, BMTC Complex, Kengal Hanumanthaiah Road, Bengaluru 560 027 represented herein by its Company Secretary, [*Mention Name*] (hereinafter referred to as "**BMRCL**", which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest and assigns); and

2. **[*Mention name of the Licensee*]**, [a individual/partnership/company incorporated under the Companies Act, 1956][1], having its registered office at [*Mention Address*] (hereinafter referred to as the "**Licensee**", which expression shall include its successors and permitted assigns).

WHEREAS

A. BMRCL is a joint venture company constituted by the Government of Karnataka and the Government of India, established with the principal objective of planning, designing, developing, constructing, maintaining, operating and financing mass transit and other urban transport systems in Bengaluru. In pursuance of this objective, BMRCL is in the process of constructing a metro rail system for Bengaluru and has branded the metro rail for Bengaluru as "Namma Metro".

B. A tender for designing, establishing, and operating Retail Outlets (as hereinafter defined) at various locations in the Namma Metro stations was issued by BMRCL on [*Mention date*], ("**Bid Document**") pursuant to which the Licensee was awarded the tender.

C. BMRCL has agreed to permit the Licensee to use the identified space more fully described in **Schedule 1** hereunder for the purpose of establishing and operating the Retail Outlet by way of a leave and license, subject to terms and conditions contained in this Agreement.

D. The Parties are desirous of entering into this Agreement to record the terms and conditions of their understanding and to further record their mutual rights and obligations in connection with the License.

IT IS AGREED

1. LICENSE DOCUMENTS

1.1. BMRCL hereby appoints the Licensee to carry out the **LICENSE FOR OPERATING A RETAIL OUTLET AT _____ METRO STATION** under the

[1] To be modified depending on the nature of the entity

terms and conditions specified in this License Agreement and the other documents attached hereto as follows:

- The Bid Document with all its Annexure and Appendices
- Clarifications to the Bid Document
- Addendum/Corrigendum to the Bid Document
- Letter of Acceptance and its unconditional acceptance thereof.
- Licensee's Bid Submissions, along with accompanying annexures
- Approved drawings
- Notice to Proceed
- Licensee Handbook
- Circulars/Instructions as and when issued by BMRCL

1.2. All of the foregoing documents, together with this License Agreement, are referred to herein as the "**Agreement"**. In the event of conflict, ambiguity or discrepancy between the contents of any of the documents mentioned above or this License Agreement, the Licensee will seek clarification from BMRCL, whose decision shall be final.

2. DEFINITIONS & INTERPRETATION

2.1. Definitions

In this Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings respectively:

(a) "Agreed Specifications" shall mean the finalized designs and drawings for the Retail Outlet prepared by the Licensee on the basis of the Concept and Design Proposal (as referred in the Bid Document) and approved by BMRCL;

(b) "Applicable Law" means any law, rule, statute, regulation, ordinance, code, treaty, judgement, decree, injunction, directive, order, notice, promulgation, permit, or decision of any central, state or local government, authority, agency, court, regulatory body or other body, which have force of law from time to time;

(c) "Bid Document" shall have the meaning ascribed to such term in Recital B hereof;

(d) "Bid Submissions" means all the documents comprising the bid submitted by the Licensee pursuant to the tender issued by BMRCL for award of the license to design, establish and operate a Retail Outlet;

(e) "BMRCL Event of Default" shall have the meaning ascribed to such term in Clause 15.3 hereof;

(f) "Brand" shall mean the Licensee's brand described in Schedule 3 hereof;

(g) "Change in Law" means the enactment, adoption, promulgation, modification or repeal (including any change in interpretation or application by the relevant authorities), of any Applicable Law after the date of this Agreement and shall include any imposition of any material condition on the issuance, renewal or continuation of any consent, approval, permission, no objection, license and shall

include any failure by any relevant authority to issue or renew any approval, consent, permission, no objection or license;

(h) "Commencement Date" shall have the meaning ascribed to such term in Clause 4.2 hereof;

(i) "Fit-Out Period" shall mean a period of [Mention number of days][2] days from the NTP Date;

(j) "Force Majeure" shall have the meaning ascribed to such term in Clause 21.1 hereof;

(k) "Grace Period" shall have the meaning ascribed to such term in Clause 4.2 hereof;

(l) "License" shall have the meaning ascribed to such term in Clause 3.1 hereof;

(m) "Licensee Event of Default" shall have the meaning ascribed to such term in Clause 15.2 hereof;

(n) "License Fee" shall mean the monthly fee quoted by the Licensee in its Bid and payable by the Licensee in accordance with the terms hereof;

(o) "Licensee Handbook" shall mean the handbook to be published in accordance with Clause 7.1 (g) hereof, brief terms of which are attached to this Agreement at Schedule 2;

(p) "Licensed Premises" means the premises identified for the establishment, operation and management of the Retail Outlet more fully described in Schedule 1;

(q) "Maintenance Fee" shall mean the monthly common area maintenance fee of Rs. [Mention amount in words and figures][3] calculated at the rate of Rs. 5/- (Rupees five Only) per square feet of the Licensed Premises, to be paid by the Licensee to BMRCL in accordance with the terms hereof;

(r) "Material Breach" shall include, but not be limited to, the following events:

(i) Failure by the Licensee to pay the License Fee, the Maintenance Fee or the Utility charges as and when they fall due;
(ii) Failure by the Licensee to reimburse to BMRCL any amounts claimed by BMRCL pursuant to the terms of the License Agreement;
(iii) Failure by the Licensee to procure and obtain requisite insurance as per the terms of the License Agreement;
(iv) Failure by the Licensee to comply with any requirements under Applicable Law;
(v) Commencement of commercial operations at the Outlet prior to receipt approval for the same in accordance with Clause 4.3;

[2] To be entered in based on Clause 7.2.3 of Section VII of the Bid Document.

[3] To be inserted at the time of signing the Agreement.

(vi) Failure by the Licensee to comply with any notice or directions, including repair and maintenance of Licensed Premises issued by BMRCL in accordance with the terms of this Agreement and within the prescribed timelines;

(vii) If the Licensee commits, permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions under this Agreement, which includes those under the Licensees' Handbook;

(s) "NTP Date" shall mean [Mention date], which is the date on which the Licensee is given the notice to proceed and provided access to the Licensed Premises by BMRCL;

(t) "Outlet" shall mean [to be inserted depending on the Category];

(u) "Party" shall mean each of the entities listed in the recitals to this Agreement and "Parties" shall mean all of them collectively;

(v) "Permitted Products/Services" shall mean [to be filled in based on Category];

(w) "Person" means any natural, juristic or quasi-juristic person, including without limitation any sole proprietorship, firm, partnership, trust, company, undertaking, joint venture or other incorporated or unincorporated entity;

(x) "Security Deposit" shall mean an amount of Rs. [Mention amount in words and figures]4 equivalent to 12 (twelve) times of the monthly License Fee for the Licensed Premises, submitted to BMRCL by the Licensee by way of [Mention details]5;

(y) "Station" shall mean [Mention name of relevant station]6;

(z) "Term" shall mean a period of 4 (four) years commencing from the date of signing of this Agreement;

(aa) "Utilities" shall have the meaning ascribed to such term in Clause 6.3 hereof; and

(bb) "Working day" shall mean any day other than a Sunday or a public holiday in the state of Karnataka.

2.2. **Interpretations**

Save where the contrary is indicated, any reference in this Agreement to:

(i) A "Recital", a "Section", a "Schedule" and a "Paragraph" shall be construed as a reference to a recital, a section, a schedule and a paragraph respectively of this Agreement.

(ii) "this Agreement" shall be construed as including a reference to its Schedules and Annexes;

[4] To be inserted at the time of signing the Agreement.
[5] To be inserted at the time of signing the Agreement.
[6] To be inserted at the time of signing the Agreement.

(iii) Words importing the singular shall include the plural and vice versa.

(iv) This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

(v) A law shall be construed as a reference to such law including its amendments or re-enactments from time to time.

(vi) A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

(vii) The table of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

3. GRANT OF LICENSE

a. The Licensee will be granted initially a License period of Four (04) years, which can be extended further a maximum period of Two (02) years, if the Licensee has not defaulted in the payment of license fee during the initial 4 years term and further has not flouted any of the terms and conditions and further subject to the approval of the Competent Authority, a further period of 2 (two) years may be granted. The term of the License, described more fully in Clause 7.1, of Bid Document shall be renewed in accordance with the process and for such additional periods as mentioned in Clause 7.1 of Bid Document and described in the License Agreement, provided the Licensee has complied with the terms of the License Agreement.

b. Further, if the License is terminated before completion of Four (04) years or if the License is not extended beyond Four (04) years, i.e., not completing Six (06) years License Period, the existing Licensee will not be entitled for Right of First Refusal (ROFR).

c. In order to avail Right of First Refusal (ROFR) benefit, the existing Licensee on successful completion of Six (06) years License Period, is required to participate in the subsequent Tender for the same location and if he is not declared as H1 Bidder, the Licensee must agree to match the highest quoted offer (H1) received for that particular licensed space. In the event, if the existing Licensee fails to match the highest acceptable bid, they shall be required to vacate the licensed premises in accordance with Clause 16 set forth herein.

d. If the existing Licensee opts for & agrees to match the H1 quote for the existing licensed premises in the subsequent Tender, BMRCL will issue Letter of Acceptance to submit his acceptance to the H1 quote to the existing licensee in writing and shall submit Security Deposit as per the terms and conditions for the subsequent Tender, without fail. On submission of Security Deposit within

BMRCL stipulated time, the existing Licensee shall enter into a fresh License Agreement as per the terms and conditions of the subsequent Tender. Secondly, no fit-out period shall be applicable to the existing licensee if the same licensed premises are awarded to them under a subsequent tender.

e. The Licensed Premises are being provided to the Licensee on as-is-where-is basis. The license to the Licensed Premises is granted for the purpose of establishing, operating and managing the Outlet. The Licensee shall not carry on any other business or activity at the Licensed Premises or at the Station other than the purpose for which the Licensed Premises has been granted.

f. No tenancy, sub-tenancy, lease or any other protected right, title, easement or interest whatsoever permitting the Licensee to use, occupy or possess the Licensed Premises is or shall be deemed to have been created or sought to be created by or under the Agreement (whether by the Agreement or by any amendment in law), and the Licensee shall not plead any oral variation to the provisions hereof.

g. The Licensee acknowledges that it has not been granted possession to the Licensed Premises or any part of the Station and BMRCL continues to retain exclusive possession and control of the same.

4. FIT OUTS AND COMMENCEMENT

4.1. The Licensee shall, at its own cost, construct such temporary structures, equipment, installations, furniture, fixtures and fittings as may be necessary or required for the purposes of the Agreement(s) in accordance with the Agreed Specifications and any other requirements/directions of BMRCL including without limitation, in relation to quality, visual impression, equipment standards, etc.

4.2. The Licensee shall ensure that the Outlet is operational within the Fit-Out Period. The obligation of the Licensee to pay the License Fee shall commence from the expiry of the Fit-Out Period ("**Commencement Date**"). In the event that the Licensee does not commence operations within the Fit-Out Period, the Licensee shall be provided a further period of 30 (thirty) days ("**Grace Period**"). Provided however, that in such event the License Fee shall be payable from the expiry of the Fit-Out Period. Failure to commence commercial operations at the Outlet within the Grace Period shall be treated as a Licensee Event of Default.

4.3. The Licensee shall, prior to commencement of commercial operations at the Retail Outlet, intimate BMRCL in the prescribed format. The Concerned officer will give its approval for commencement of operations within 5 (five) Working Days. The Licensee shall not commence commercial operations until it has received approval for the same.

4.4. No fit-out period shall be applicable to the existing licensee if the same licensed premises are awarded to them under a subsequent tender under the provision of Right of First Refusal.

5. PRODUCT RANGE AND QUALITY

5.1. The Licensee shall, within 10 (ten) days prior to the Commencement Date, and within 10 (ten) days prior to each anniversary of the Commencement Date, submit to BMRCL a list of products to be served/sold and/or services rendered at the Outlet, which shall be within the Permitted Products/Services.

5.2. BMRCL shall convey its approval or suggestions with respect to the list of products proposed to be served/sold at the Outlet within a period of 5 (five) Working Days.

5.3. The Licensee shall at all times ensure that products/services sold or served at the Outlet are within the Permitted Products/Services. In the event that the Licensee proposes to sell any products/services that are not Permitted Products/Services, the Licensee shall obtain the prior written consent of BMRCL for the same.

5.4. The Licensee shall ensure that the Outlet is well stocked with the Permitted Products at all times and further ensure that the products sold at the Outlet are inter alia: (i) hygienically prepared and packed, (ii) undamaged and fresh stock (including exterior packaging); and (iii) match the product range at other outlets run by the Licensee (iv) contain a notice stating "CONSUMPTION OF FOOD ON TRAINS IS NOT ALLOWED".[7]

5.5. BMRCL may require the Licensee, at any point of time, to establish a customer feedback system which BMRCL shall have access rights to. However BMRCL may also, at its discretion, devise a feedback system for the purpose of enhancing the service and offerings. BMRCL, in consultation with the Licensee, shall examine the appropriateness of the customer feedback systems for implementation.

6. FEES AND CHARGES

6.1. **License Fee**

The License Fee shall commence from the next day of completion of applicable Fit-Out-Period. If the Licensee fails to complete the construction of Retail Outlet within the License Fee Free Fit-Out-Period, on request of the Licensee BMRCL may grant 30 days Grace Period, however, the Licensee is obligated/liable to pay License Fee during such period.

(a) The License fee is calculated at rate of Rs. _____/- per sq. ft. per month. The License fee payable at this rate is summarized at clause 6.7 herein after.
(b) The Licensee shall pay the License Fee every month in advance, i.e., by the 10th day of each month without fail. The applicable Licensee Fee is exclusive of GST, Utility/CAM Charges, Service Charges (Property Tax) etc. BMRCL will issue the demand notice by mail/post by the 3rd of each month. Failure to receive the demand notice shall not preclude the licensee/sub-licensee from paying the license fee by the 10th of each month.

[7] This Clause 5.4 shall apply only to Eatery Outlets.

(c) The License Fee payments shall be made by demand draft or RTGS/NEFT transfer to BMRCL's account, details of which shall be furnished to the Licensee.

(d) The License Fee shall increase by 7% per year on a compounded basis. This increase shall apply for the entire license period of four (04) years and also the extension period of two (02) years. The License Fee escalation shall be applicable every year on the anniversary of execution of License Agreement i.e., on the date of commencement of License Period.

6.2. Maintenance Fee

The Licensee shall, commencing from the Commencement Date, pay the Maintenance Fee to BMRCL. The Maintenance Fee shall be payable in advance on or before 10th day of each calendar month by way of demand draft or RTGS/NEFT transfer to BMRCL or any other agency as may be directed by BMRCL. For the income tax deducted at source, the Licensee shall issue tax deduction certificates promptly. The proceeds of the maintenance fee shall be utilized for the purpose of technical maintenance of common areas, housekeeping, security, consumables and common marketing and promotion of retail in the Namma Metro stations and manpower in relation to the foregoing.

6.3. Payment for Utilities

The Licensee shall pay BMRCL for all electricity, water and other utilities as applicable ("**Utilities**") consumed at the Licensed Premises on a monthly basis at actuals, within 5 (five) days of receipt of bills in respect of the same from BMRCL. The back-up power generated through diesel generator will be charged at actuals. The unit rate will be arrived at by calculating the cost of diesel consumed, the maintenance of the diesel generator and the direct manpower cost.

6.4. Security Deposit

6.4.1 The Licensee has, prior to the execution of this Agreement, furnished a Security Deposit of Rs. _____ to BMRCL in accordance with Clause 6.2.1 of the Tender Document. The payment made towards the Security Deposit has been made as follows.

(i) Rs. _____/- paid vide _____ bearing No. _____ dated _____, favouring BMRCL.

(ii)

6.4.2 After completion of the license period or after completion of the lock-in period, if the licensee terminates the agreement for any reason, BMRCL will refund the above security deposit, without interest, within 60 (sixty) working days, subject to the Licensee having produced a no- objection certificate certified by BMRCL.

6.5. Payment Terms

(a) The License Fees, Maintenance Fee are exclusive of GST and any present or future taxes, duties or levies (including, without limitation, service charges (property tax) or other similar levy) that shall be payable or levied on account of

or arising out of the License. Payment of such taxes/duties/levies (including, without limitation, service tax or other similar levy) shall be to the account of the Licensee. Further, the Licensee is liable for any such taxes, duties, cesses or levies (including, without limitation, service tax or similar levy), a claim / demand for which is received by BMRCL after the termination / expiry of this Agreement(s) that pertains to the period or activities of the Licensee prior to such expiry / termination;

(b) Each payment to be made under this Agreement by the Licensee shall be made on the relevant due date, in full. The Licensee will not make any setoff, counterclaim, deduction or withholding of any kind whatsoever.

6.6. The Licensee agrees that BMRCL is not and shall not be responsible in any manner to the extent or sufficiency of the revenue of the Licensee from the Outlet, and shall, except as otherwise provided herein, pay the License Fee to BMRCL, notwithstanding any loss or loss of profit to the business of the Licensee or inability for any reason whatsoever to use the Licensed Premises (or any part thereof) or operate the Outlet.

6.7. The following table summarises the fees and charges over the entire term(s):[8]

CLAUSE	**6.1**	**6.2**	**6.4**
Payments	**License Fee**	**Maintenance Fee**	**Security Deposit**
Period	Monthly	Monthly	Pre-signing/renewal
TERM I YEAR 1	[*to be inserted*]	[*to be inserted*]	[*to be inserted*]
TERM II YEAR 2	[*to be inserted*]	[*to be inserted*]	[*to be inserted*]
TERM III YEAR 3	[*to be inserted*]	[*to be inserted*]	[*to be inserted*]
TERM IV YEAR 4	[*to be inserted*]	[*to be inserted*]	[*to be inserted*]

All payments subject to Clause 6.5 above

7. LICENSEE'S COVENANTS AND UNDERTAKINGS

7.1. The Licensee hereby covenants and agrees that it shall comply with the following covenants and undertakings at all times during the term of the Agreement:

(a) Premises and Products:

(i) The Licensee shall use the Location only for operating the Retail Outlet in accordance with the Bid Document/License Agreement and adhere to all the Applicable Laws in the conduct of the business. The Licensee shall not, under

[8] Details of additional terms to be inserted where applicable.

any circumstances, assign, sublet, sub-license, transfer, create any tenancy or sub-tenancy, or grant any easement, right, title, interest, privilege, possession, or any other protected or unauthorized rights in respect of the Licensed Premises to any third party.

(ii) As per the THE KANNADA LANGUAGE COMPREHENSIVE DEVELOPMENT (AMENDMENT) ACT, 2024, the licensee shall ensure that, "the name boards of outlet displays 60% in size in Kannada language and Kannada shall be displayed in the upper half of the name board".

(iii) The Licensee shall ensure that there is full and free access to the Location for all commuters and visitors.

(iv) The Licensee shall at its own cost maintain all electric, water and other utility fittings and installations and all other electric and other equipment and fittings in the Location.

(v) The Licensee shall at all times be responsible for all its equipment, fittings and materials in the Location and BMRCL shall not in any way be responsible for any loss or damage caused on any account whatsoever.

(vi) The sale, storage and handling of raw items and finished products will be in extremely hygienic conditions and as per acceptable norms of the industry. Such storage, and handling of raw items and finished products shall be certified as per the norms of the industry and its standards.

(vii) Eco-friendly/biodegradable packaging materials should be used. Use of plastic is only allowed as per the guidelines, if and only if there is no other suitable option available.

(viii) After the closing of each service day, proper arrangements shall be made for the collection of garbage and its proper disposal. The licensee shall satisfactorily dispose of garbage collection. Any violation, penalty/fine of Rs. 1,000/- shall be imposed by BMRCL for each occurrence.

(ix) The Licensed Premises (including external surfaces of windows and doors) shall be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste, trash and garbage in proper receptacles.

(x) The licensee shall not promote any other product and services which is not being sold in the retail outlet and shall not place or display any merchandise or advertising material of any nature whatsoever outside wall of the outlet/Licensed Premises or in any part of the Circulating Area without the prior approval in writing of BMRCL.

(xi) Adequate staff shall be deployed to ensure satisfactory services to the metro commuters/general public. The staff at the outlet must be well groomed and wear neat and clean uniforms with name badges. The staff must be courteous and polite to every passenger/general public at all times. In case of any ill behavior or part of such staff, the licensee shall be obliged to take appropriate action against such erring staff.

(xii) The Licensee shall exhibit tariff and list of products along with the quantity to be sold in the outlet for the information of the customers. The price list should be displayed in Kannada language.

(xiii) For the sale of all items, a proper bill will be issued to the customer. The charges shall be collected as mentioned in the rate chart. In case of any instance of overcharging or non-issuance of a proper bill, penalty/fine of Rs. 1,000/- shall be imposed by BMRCL for each occurrence.

(xiv) The licensee shall display food license/trade license or any other statutory permissions in a prominent place of their retail outlet.

(xv) The Licensee shall not conduct or permit to be conducted at the Licensed Premises any auction, clearance or liquidation sale, events or unethical business practice.

(xvi) Retail outlets located inside the station premises shall remain open only during the commercial operation hours of the Metro service. In case the outlet is located outside the station building, its opening and closing timings shall be as per the guidelines prescribed by the local authorities.

(xvii) The licensee shall not display anything, that shall be or is likely unfair, illegal, unlawful, immoral, or the like and shall comply with extant rules and regulations of relevant government agencies

(xviii) Hazardous Material: The licensee shall not permit any hazardous/prohibited material to be brought upon, stored, kept, used, or discharged on or about the Leased Premises.

(xix) The licensee shall not promote specific religious, political or social views in any way whatsoever Solicitation is prohibited.

(xx) The Licensee shall ensure to submit the applicable trade license/ food license to BMRCL within 45 days of commercial operation, which is issued by BBMP/Local municipal corporation or any other competent authority required under Applicable law and also licensee ensure to submit the applicable trade license/ food license's copy to BMRCL on every renewal until the end of the license period/term.

(xxi) If the Licensee is prohibited from selling any products in the Licensed Premises or its business is in any manner affected because of Applicable Law or any Change in Law, BMRCL shall not be liable for any loss suffered by the

Licensee and the Licensee shall not be entitled to any reduction in License Fee or Maintenance Fee payable to BMRCL, or be exempted from any other obligation or liability hereunder.

If at any time during the term of this Agreement, BMRCL is of the opinion that the Licensee has not been maintaining the Licensed Premises in accordance with the standards set out in this Agreement or as required by BMRCL, or the quality of the furniture, fittings or other items used in the Licensed Premises has deteriorated or does not meet BMRCL's requirements, BMRCL may, by written notice, require the Licensee to upgrade / retrofit / redevelop the Licensed Premises at the cost of the Licensee. If the Licensee fails to comply with the notice within 30 (thirty) days, BMRCL may treat this as a material breach and proceed accordingly.

(b) Integrating Metro card to POS:

(i) In the event that at any point of time BMRCL decides to implement a smart card system or any other similar system for the benefit of commuters to improve efficiency in payment for services at the Station, including products purchased and services availed at the Outlet, the Licensee shall co-operate with BMRCL in carrying out such modifications in its billing systems as may be necessary to give effect to the same. BMRCL shall implement suitable arrangements to reimburse the Licensee the amounts billed through such a system for items purchased at the Outlet within such time periods as may be mutually agreed.

(c) Health and Sanitation

(i) The Licensee shall, at its own cost, maintain the Licensed Premises in a proper state of cleanliness and abide by such directions as may be given by BMRCL or any government or other departments entrusted with works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene in the Station. If the Licensed Premises are not so maintained, BMRCL shall be entitled to take remedial action at the risk and cost of the Licensee, without prejudice to its right to other remedies and actions under the Agreement(s) and law.

(ii) The Licensee shall ensure compliance with the requirements of all statutory and other health requirements. The Licensee, its agents, employees, servants, staff members and contractors shall comply with the directions given by BMRCL or regulations applicable from time to time for operation, maintenance, development, health, safety and security of the Station.

(iii) The Licensee shall keep the Licensed Premises free from pests and rodents.

(iv) The Licensee shall twice a year before 30th June and 30th January, submit to BMRCL a report from a reputed external agency on the safety and hygiene standards of the Outlet. Any default in this regard shall constitute a material breach for the purposes of this Agreement, with attendant consequences.[9]

[9] This Clause 8.1 (c) (iv) shall apply only to Eatery Outlets.

(d) Insurance

BMRCL will procure insurance against third party liability on behalf of the Licensee. The Licensee shall procure and submit to BMRCL copies of insurance policies effected with an insurance company operating in India in respect of the following:

(i) Licensee's Property at Location: The Licensee shall insure all furniture, fittings and contents against Standard Fire and Special Perils policy and Burglary policy for a limit of not less than full replacement cost.

(ii) Insurance For Workers: The Licensee shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Licensee.

(iii) Liability to Third Party: Licensee to be responsible for all liabilities to third parties (including BMRCL) arising out of loss, damage, death or bodily injury (including bodily injury arising out of the consumption of food and beverages sold within the premises of BMRCL). The Third Party insurance covering an amount of Rs. 5,00,000/- (AOA): Rs. 5,00,000/- (AOY) may be obtained against losses and claims arising from the death or injury to any 3rd party(s) including person(s) employed by BMRCL.

(iv) The Licensee shall effect all insurances for which he is responsible with such insurers and on such terms as are approved by BMRCL.

(v) The Licensee shall comply with the conditions stipulated in each of the insurance policies. The Licensee shall make no material alteration to the terms of any insurance without the prior approval of BMRCL. If the insurer makes (or purports to make) any such alterations, the Licensee shall notify BMRCL immediately.

(vi) If the Licensee fails to effect and keep in force any of the insurances required under this Agreement, or fails to provide satisfactory evidence, policies and receipts in accordance with the requirement, BMRCL may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default and pay the premiums due. In such case, the premium paid by BMRCL plus nominal administrative charge shall be recoverable from the Licensee by BMRCL, and may be deducted by BMRCL from any monies due or to become due, to the Licensee or recover the same as debt due from the Licensee. The Licensee shall not dispute the amount of premium paid by BMRCL or the overhead charges thereon.

(e) Statutory Compliance

(i) The Licensee shall obtain and comply with all approvals as may be required under Applicable Law, including, without limitation the Contract Labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time. The Licensee shall obtain registration with the concerned statutory authorities as provided in the Contract Labour (Regulation and Abolition) Act, 1970 and shall

be directly responsible to the authorities there under for compliance with the provisions thereof.

(ii) The Licensee, its agents, representatives and servants shall carry out all its activities in accordance with Applicable Law. BMRCL shall have the right to require the Licensee to furnish any approvals that are required to be maintained by it at any point of time during the currency of this Agreement.

(f) Environment

(i) The Licensee shall comply with all requirements of Applicable Law in relation to environmental compliances and disposal of waste as required by Applicable Law and/or BMRCL.

(ii) The Licensee shall segregate and organize garbage from the Licensed Premises as per directions of BMRCL and place the same at such location(s) and at such timings as may be communicated by BMRCL for collection.

(g) Licensee Handbook

BMRCL shall in due course of time publish a comprehensive handbook containing the rules and regulations applicable in the Station and the same shall be binding on the Licensee. Until such publication of the Licensee Handbook, the Licensee shall be bound to comply with the brief terms of the Licensee Handbook which are incorporated in Schedule 2 of this License Agreement.

(h) Notice of defects

In the event that the Licensee becomes aware of any defect or of any potential hazard posed by any equipment, installation or any other item which is outside of the Licensed Premises or within the Licensed Premises, but not within the Licensee's scope of responsibility, the Licensee shall promptly intimate BMRCL of the same.

8. LICENSEE'S ACKNOWLEDGEMENTS AND UNDERTAKINGS

8.1. The Licensee warrants and acknowledges that it has satisfied itself of the location and suitability of the Licensed Premises for the proposed use and has not relied on any representation or warranty made by or on behalf of BMRCL in this regard.

8.2. The Licensee undertakes to establish, manage and maintain the Licensed Premises in good and serviceable condition, with due care and diligence, and in accordance with BMRCL's instructions/directions.

8.3. The Licensee undertakes, recognizes and acknowledges that it shall be solely responsible for and shall apply for, obtain and comply with all approvals under Applicable Law.

8.4. The Licensee shall intimate BMRCL of any proposed change in Control of the Licensee. "Control", for the purposes of this Clause shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management of that person through

ownership of voting securities, control of board of directors, by contract or otherwise.

9. NEGATIVE COVENANTS

9.1. Premises and Products

(a) The Licensee shall not do or omit to do anything which might hinder, impede, interrupt or obstruct the free flow of passengers or other users of the Station or carry on other business or activities at the Station, or do or omit to do anything in or around the Station that in BMRCL's sole opinion may be prejudicial, dangerous or offensive. The Licensee shall not do anything that may affect the public image of BMRCL or the Namma Metro, in the performance of its obligations.

(b) The Licensee shall not damage the Licensed Premises or any part of the Station and if any damage is caused, whether intentionally or otherwise, by the Licensee, or its representatives, employees/servants/staff members/contractors or agents or invitees or customers, the Licensee shall repair and make good in a prompt and timely manner which shall in no event be later than 3 (three) days, or such time as permitted by BMRCL, all such damage or loss to the Licensed Premises and/ or the Station to the satisfaction of BMRCL. Provided that the Licensee shall carry out any major repair works only with the prior consent of BMRCL. BMRCL shall be entitled to repair the damage or make requisite replacements and call upon the Licensee to forthwith reimburse the cost thereof to BMRCL.

9.2. Banned Items/Uses – Negative List of Items

The Licensee shall not use, or permit the use of the Licensed Premises for the products/activities mentioned herein under:

a) Sale, storage, or use of any product, or provision of any service, the sale or provision of which is unlawful, illegal, or deemed unlawful under Applicable Law.
b) Storage or sale of any product that may lead to, or be considered, a fire hazard, such as firecrackers, industrial explosives, chemicals, or other materials that compromise the safety or security of the metro system.
c) Storage and sale of liquor, alcoholic drinks, or beverages.
d) Sale of tobacco and tobacco products.
e) Use of LPG or kerosene oil, unless expressly permitted by BMRCL.
f) Casinos, gambling, and allied activities.
g) Operation of pubs, discotheques, or bars.
h) Operation of a butcher or slaughter shop.
i) Storage or sale of radioactive or magnetic materials.
j) Operation of a hookah bar.
k) Operation of a massage parlour.
l) Storage or sale of animals or wildlife products, including live birds, animals, mounted specimens, etc.
m) Storage or sale of restricted or protected plant materials, or any other endangered/regulated species under applicable laws.

n) Storage, sale, distribution, or use of arms, ammunition, gunpowder, combustible substances, or weapons.
o) Storage or sale of human remains or body parts.
p) Collection, storage, sampling, or testing of human or animal samples, including blood, urine, swabs, or other pathogenic samples. Storage or sale of restricted or protected plant materials, or any other endangered/regulated species under applicable laws.
q) Any other items / things declared hazardous or banned by GoK or GoI or BMRCL in future.

9.3. **Health and Sanitation**

(a) The Licensee, its agents, employees, servants, staff members and contractors shall not interfere with, destroy or damage any work executed or any materials or things placed in the Station by BMRCL or any person authorized by BMRCL for the purpose of maintenance of sanitation at the Station.

(b) The Licensee, its agents, employees, servants, staff members and contractors shall not abuse the water sources and drainage facilities in the Station so as to create a nuisance or a situation prejudicial to public health.

10. EMPLOYEES OF LICENSEE

10.1. The Licensee shall ensure that the Licensed Premises are at all times manned by a sufficient number of experienced, service-minded and well qualified staff. The Licensee shall before commencement of operation, submit to BMRCL, furnish all necessary information relating to the employee and/or personnel including but not limited to police verification certificates, the name, parentage and residence of the employee.

10.2. The Licensee shall for bona fide reasons disclosed to the Licensee in writing by BMRCL, remove from employment or terminate the services of such employees and/or personnel of the Licensee who BMRCL may deem undesirable and the Licensee shall comply with such a request of BMRCL.

10.3. The Licensee shall suspend from employment and/or suspend the services of such employees and/or personnel who may be prohibited from being employed under the provisions of Applicable Law.

10.4. The Licensee shall ensure that all the persons employed and/or engaged by the Licensee shall not do any act which may cause disturbance or annoyance to BMRCL or to users of the Station and shall not do any act which may be derogatory to or inconsistent with BMRCL's high standard and reputation, or which will cause a nuisance to BMRCL or to its users.

10.5. It is agreed that any employees, servants or staff members of the Licensee shall in no way be considered or deemed to be employees of BMRCL. The Licensee shall also indemnify BMRCL from any claims, actions or damages suffered by BMRCL by reason of any failure or default by the Licensee in the due observance and performance of this provision or arising out of any claim or action by any employee or servant or staff member of the

Licensee, including without limitation, arising out of or in relation to Contract Labour (Regulation and Abolition) Act, 1970 or any other law relating to contract labour.

11. BMRCL'S RIGHTS

11.1. BMRCL and its agents shall at all times have the absolute right and free/unimpeded access to the Licensed Premises, including but not limited to, for the purpose of inspection, repair, maintenance, showing the Licensed Premises to a prospective licensee, and exercise of its rights and obligations under the Agreement. BMRCL shall, to the extent possible, ensure that any such inspection or visit pursuant to this Clause 11.1 occurs in such a manner as to cause minimal disruption to the normal functioning of the Outlet.

11.2. BMRCL and its agents may at all reasonable times upon giving to the Licensee reasonable notice, (except in case of emergency when no notice shall be required) enter the Licensed Premises and view the state or repair thereof, and may serve upon the Licensee a notice in writing of any defect for the repair of which the Licensee may be responsible, requiring the Licensee within a reasonable time to repair the same. Such repair shall be subject to the satisfaction of BMRCL.

11.3. BMRCL shall have the right, at all times, without obtaining any consent from or making any arrangement with Licensee, to develop, redevelop, measure, renovate, retrofit, refurbish or alter in any way whatsoever or change the structure, layout, finishes, design or use of the Station.

11.4. BMRCL shall have the right to photograph/ video shoot and use such photographs/ videos of the Licensed Premises at its discretion, including without limitation for advertising or promotional purposes. The Licensee shall cooperate with BMRCL in relation to any operation, maintenance or development related activity being undertaken at the Station.

11.5. If the Licensee fails to pay the License Fee, Maintenance Fee or other amounts payable hereunder on their due dates, the Licensee shall pay to BMRCL simple interest at the one-year SBI Marginal Cost of Funds-based Lending Rate (MCLR) per annum on all delayed payments without prejudice to BMRCL's other rights and remedies under the Agreement(s) and law. Further, BMRCL shall be entitled to stop supply of Utilities to the Licensed Premises. BMRCL shall also be entitled to take charge of the Licensed Premises and Licensee's equipment and materials, and dispose of the equipment and materials in any manner it deems fit to recover all such outstanding amounts. The Licensee shall not be entitled to raise any objection whatsoever in relation to such sale, including the method of sale or the value recovered by such sale.

11.6. If the Licensee vacates or shuts down the Licensed Premises and is otherwise not traceable for a period of 30 (Thirty) days without notifying BMRCL and BMRCL is satisfied that in the circumstances the Licensee may not return, this Agreement shall be deemed terminated and BMRCL shall have the right to enter the Licensed Premises.

12 CHANGE OF LOCATION

12.1 In the event if BMRCL finds it necessary to undertake any construction or other

development intended to improve the commuter circulation or decongest the area to improve the efficiency and functioning of the station/premises, which will make it necessary to re-locate the Outlet from the Licensed Premises, BMRCL shall intimate the Licensee, and may offer an alternate space at the same station or any other station. BMRCL cannot ensure that such alternate space is comparable to the Licensed Premises being utilized by the Licensee. The Licensee may either accept or reject the offer for the alternative location.

12.2 In the event that the Licensee accepts the offer of alternative premises, submit the GFC drawing for construction at alternate location as per Clause 5.8.3 of Section-5 of Tender Document and commence commercial operations at the alternate premises within the Fit-out period as per Table: VIII of the Bid Document, from the date of receipt of intimation from BMRCL of the re-location. The Licensee shall vacate the licensed premises. All costs and expenses (including without limitation any stamp duty and/or registration expenses) relating to such relocation shall be borne by the Licensee and the Licensee shall not be entitled to claim any damages, compensation or reduction in the License Fee or Maintenance Fee for the same.

12.3 In the event that the Licensee rejects the offer for alternative premises, this Agreement shall terminate on the date falling 90 (ninety) days after the date of receipt of the notice of rejection. The Licensee shall be required to vacate the Licensed Premises in accordance with Clause 16 hereof. In such event, the Licensee shall not be required to make the payment of the License Fee for the remaining months of the Term.

13 CLOSURE OF STATION OR LICENSED PREMISES

13.1 BMRCL may, on the occurrence of an emergency, or for the purposes of any repair, construction or other work required to be carried out at the Station or part thereof shut the Station or any part thereof, including the Licensed Premises for such period as it may deem necessary. In such event:

13.2 If the Outlet is required to be closed for a period exceeding 4 (four) hours but not more than 8 (eight) hours in a day, the Licensee shall be entitled to a reduction of 50% (fifty percent) of the pro-rated License Fee applicable for such day.

13.3 If the Outlet is required to be closed for a period exceeding 8 (eight) hours in a particular day, the Licensee shall be entitled to a reduction of 100% (one hundred per cent) of the pro-rated License Fee applicable for such day.

13.4 In the event that the Licensee is prevented, either wholly or to a substantial extent, from carrying on normal operations at the Licensed Premises for a period exceeding 180 (one hundred and eighty) days, due to a closure of the Outlet pursuant to this Clause 13.3, BMRCL may offer an alternate premises as per Clause 12.

13.5 Repair and damages: Any repair or damage due to fire or damage caused due to riots etc., the outlet shall be repaired at the licensee own cost. Utilities as provided earlier will be restored by BMRCL. Receiving of licensee fee during such period will be governed by clause 13 above.

14 NO WAIVER

Knowledge or acquiescence by BMRCL of any breach by the Licensee of any of the conditions or obligations contained in the Agreement shall not be treated as a waiver of such covenants, conditions or obligations. Any consent or waiver of BMRCL shall only be effective if given in writing. Any acceptance by BMRCL of any sum payable under the Agreement shall not be treated as a waiver by BMRCL of any right to proceed against the Licensee in respect of a breach by the Licensee of any of the Licensee's obligations under the Agreement.

15 TERMINATION AND EVENTS OF DEFAULT

15.1 Termination of the License:

15.1.1 The Licensee is not entitled to terminate the License Agreement during the first Twelve (12) months from the date of execution of the License Agreement, of the first term, without cause, except as expressly provided herein;

(i) The Licensee may terminate the License Agreement within the first Twelve (12) months or thereafter due to a BMRCL event of default. In such event, the Security Deposit paid by the Licensee shall be refunded, without any interest, after adjustment of any outstanding dues payable to BMRCL. The Licensee shall have no right to claim any further compensation in connection with such termination.

(ii) BMRCL can terminate the License Agreement within the first Twelve (12) months due to a Licensee event of default, in accordance with the procedure provided in Clause 15.1.1 below. In such event, the entire Security Deposit will be forfeited, after adjustment for any dues from the Licensee. The Licensee shall have no right to object, or claim any compensation in connection with, such termination.

(iii) If the Licensee wishes to terminate the License Agreement before completion of first Twelve (12) months due to any reason(s), the Licensee shall submit Six (06) months written notice to BMRCL. Upon such pre-mature closure of License i.e., before completion of Lock-in Period (12 months), the Security Deposit paid by the Licensee will be forfeited after adjustment for any dues from the Licensee. The Licensee shall have no right to object, or claim any compensation in connection with, such termination.

(iv) The Licensee can terminate the License Agreement after expiry of first 12 months of lock-in period without assigning any reason whatsoever by giving a 6 (six) months written notice to BMRCL. The Security Deposit paid by the Licensee shall be refunded to the Licensee, without any interest, after deduction of outstanding dues payable to BMRCL.

(v) In the event that the Licensee rejects the offer of an alternate premises for the Retail Outlet, as provided in Clause 12.3 above, BMRCL may terminate the License Agreement. The Security Deposit paid by the Licensee will be refunded to the Licensee, without any interest, after deduction of outstanding dues payable to BMRCL.

(vi) In the event of a Force Majeure, as defined in Clause 21 below, either BMRCL or the Licensee may terminate the License Agreement. The Security Deposit paid by the Licensee shall be refunded to the Licensee, without any interest, after deduction of outstanding dues payable to BMRCL.

(vii) In the event that the Licensee vacates or shuts down the outlet and remains untraceable for a period of thirty (30) days without notifying BMRCL, and BMRCL is satisfied that, under the circumstances, the Licensee may not return, the License Agreement shall be deemed as terminated. BMRCL shall have the right to enter the Outlet, take inventory of the Licensee's items, and dispose of such items as BMRCL deems fit. Thereafter, the Licensee shall have no right to object, raise any claim, or seek compensation in relation to such actions of BMRCL. The Security Deposit held by BMRCL shall be forfeited, after adjustment for outstanding dues from the Licensee to BMRCL.

15.2 BMRCL may terminate the License Agreement, by not less than 30 (thirty) days' written notice of termination to the Licensee, on occurrence of any of the events ("**Licensee Event of Default**") set out below;

a) The License Agreement is liable for termination if the License fee, Common Area Maintenance Charges, Utility charges, delayed payment interest, GST, Service Charge to GBA (Property Tax) etc., payable by the Licensee to BMRCL, is not paid within the prescribed due date.
b) Failure by the Licensee to commence commercial operations at the Retail Outlet by the last date of the Grace Period or any extension thereof;
c) Failure to construct/fabricate the outlet/structure as per the design finally approved by BMRCL;
d) Material breach by the Licensee in fulfilling any of its obligations, including repair and maintenance of the licensed premises;
e) If the Licensee vacates or shuts down the Licensed Premises and is otherwise not traceable for a period of 30 (thirty) days without notifying BMRCL.
f) The Licensee has used the licensed premises for products/activities restricted under Clause 9.2
g) The Licensee has been declared insolvent; or
h) If it is determined by BMRCL that the Licensee has abandoned the License; or
i) If, in the opinion of BMRCL, the Licensee does not provide satisfactory service as intended by BMRCL and for the purpose for which the outlet was provided;
j) Misbehavior of the Licensee or their employees with either BMRCL staff or commuters;
k) A resolution (sole trading/partnership) has been passed for voluntary winding up of the Licensee; or
l) Any petition for winding up of the Licensee has been admitted, and a liquidator or provisional liquidator has been appointed, or the Licensee has been ordered to be wound up by a court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of BMRCL, provided that, as

part of such amalgamation or reconstruction, the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Licensee;

m) The Licensee has unlawfully repudiated the License Agreement or has otherwise expressed an intention not to be bound by the License Agreement;

n) If the Licensed Premises is let out on tenancy, sub-tenancy, sub-leased, or any other protected right, title, easement, or interest whatsoever permitting the Licensee to use, occupy, or possess the Licensed Premises is or shall be deemed to have been created or sought to be created by or under the Agreement (whether by the Agreement or by any amendment in law), and the Licensee shall not plead any oral variation to the provisions hereof.

o) If it is discovered that the Licensee has made a material misrepresentation or has given any materially incorrect or false information at any time during the bid process or after the execution of the License Agreement.

On occurrence of Licensee Event of Default, BMRCL shall issue a notice to the Licensee requiring it to cure such Event of Default within the Notice period of 30 (thirty) days from date of such notice. If the Licensee fails to cure the Licensee Event of Default within the said 30 days, BMRCL will be entitled to Terminate the License Agreement and forfeit the entire Security Deposit after adjusting any overdue payable the by Licensee and cease / vacate the Licensed Premises as per clause 16 below.

15.3 The following events shall constitute events of default of BMRCL ("**BMRCL Event of Default**"):

(c) Failure by BMRCL, without reasonable cause, to provide the Licensee, free and sufficient access to and use of the Location; or

(d) Failure by BMRCL to provide the Licensee the Utilities.

On the occurrence of a BMRCL Event of Default, the Licensee shall by written notice, intimate BMRCL of the same and request BMRCL to remedy the same. BMRCL shall remedy the same within a period of 30 (thirty) days of receipt of the notice, failing which the Licensee shall have the right to terminate the License Agreement, by giving not less than 30 (thirty) days written notice to BMRCL.

15.3.1 The rights of BMRCL to terminate under this clause are without prejudice to the other rights of BMRCL under the license and under law, including without limitation, to seek damages or specific performance.

16 PROCEDURE FOR VACATION OF THE LOCATION

16.1 At the end of the License period by efflux of time or premature termination for any reason whatsoever, all rights given under the License Agreement shall cease to have effect, and licensed premises with all fixtures and other assets permanently attached to the licensed premises shall revert to BMRCL without any obligation on BMRCL to pay or adjust any consideration or other payment to the Licensee. If the licensee's structure is permanent in

nature, after completion of the License period, the licensee shall dismantle and handover the space to BMRCL or surrender the outlet as it is to BMRCL without any claims/compensation or consideration/damages on this account.

16.2 If the Licensee obtained power and water from BESCOM and BWSSB, shall submit a "No Dues Certificate" prior to vacating the licensed premises. After clearance of any pending dues BMRCL will permit the Licensee to remove all loose furniture, refrigerators, air conditioning equipment, structures, and shop front and hand over the Licensed Premises to BMRCL together with the keys of the Licensed Premises. Such removal shall be carried out at the Licensee's cost under the supervision of BMRCL's architect, engineer or consultant. However, any damage to the Licensed Premises by such removal shall be made good by the Licensee and if the Licensee fails to do so, then in that case, BMRCL may adjust the Security Deposit to make good such damages. If the damages exceed the amount of the Security Deposit, the damages shall be paid by the Licensee to BMRCL without dispute within 10 (ten) days of BMRCL notifying the Licensee of the amount thereof.

16.3 In the event that the Licensee does not remove its equipment, goods, furniture, fittings and removable structure from the Licensed Premises within 15 (fifteen) days from the date of revocation of permission letter, BMRCL may at its discretion, remove all such equipment, goods, furniture and fittings from the Licensed Premises and dispose off the Licensee's belongings in such manner as it deems fit. Any costs and expenses incurred by BMRCL for such removal shall be payable by the Licensee to BMRCL on demand.

16.4 On expiry or termination of the License Agreement, the Licensee shall not be entitled to claim damages, indemnification or any other form of compensation, including compensation for loss of goodwill, in connection with the termination of the License Agreement. The Licensee shall cease to perform operations at the Retail Outlet/Location and the Namma Metro Station and shall hand over charge of the Location in accordance with Clause 16.

16.5 Following early termination for any reason of the Agreement(s), the Licensee shall at its own cost and expense promptly execute all such deeds and documents and do all such matters, acts and things as BMRCL may from time to time request in order to give full effect to and secure for BMRCL the full benefit of any term and of any warranties from third parties procured in accordance herewith.

17 GOVERNING LAW

The Parties agree that the Agreement shall be governed by the laws of India.

18 DISPUTE RESOLUTION

18.1 This Agreement shall be governed by the laws of the Republic of India.

18.2 In case of any dispute or differences between the Parties arising out of or in connection with

this Agreement or its performance, including the interpretation thereof and any non-contractual obligations, the same shall be referred for conciliation by a sole conciliator to be mutually appointed by both the Parties.

18.3 All proceedings in any such mediation shall be conducted in English and the place of conciliation shall be Bengaluru.

18.4 The conciliation shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996.

18.5 In the event of failure of conciliation, the parties shall be at liberty to approach civil court at Bengaluru for adjudication of the dispute.

18.6 The courts in Bengaluru shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

19 LIABILITY AND LICENSEE'S INDEMNITY

19.1 The Licensee shall be responsible for all claims whatsoever in relation to the operation of the Outlet(s), including without limitation, product liability and deficiency of service, and BMRCL or its directors, employees, servants shall have no liability whatsoever in this regard.

19.2 The Licensee shall indemnify and hold harmless BMRCL and its directors, employees, servants, agents, advisors and representatives from any losses, damages, claims, demands, proceedings, actions, costs, expenses, interests and penalties suffered or incurred by BMRCL:

(a) arising from any claim, demand, proceeding or action that may be made or instituted in respect of its obligation under this Agreement (including without limitation insurance, product liability, deficiency of services) and other payments required to be made by the Licensee under the Agreement(s) or resulting from any failure or delay on the part of the Licensee in the payment and discharge of any such payments;

(b) arising from any failure or default on the part of the Licensee in the due observance and performance of the provisions of the Agreement or any law, rules, regulations or directions, and requirements of the Government or any competent authority which the Licensee or BMRCL is required to comply with or related to the purpose of the Agreement or to the Station or the area in which premises are located;

(c) Arising from any claim/demand by a statutory authority in relation to stamp duty, registration fees, other similar levies and/or any local duties, taxes, charges, penalties etc., payable on or as a result of the Agreement(s).

19.3 Licensee acknowledges that BMRCL shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property, or loss of life or injury of its employees/servants/customers.

20 LICENSEE'S REPRESENTATIONS

20.1 The Licensee represents and warrants to BMRCL that as of the date of execution and for the duration of the term of the Agreement, the following representations and warranties shall remain true, complete and valid:

(a) The Licensee has the power and authority and has taken all actions necessary to validate, execute and deliver the Agreement.

(b) The Licensee's obligations under the Agreement are legally valid and binding and enforceable against it.

(c) The Licensee is entitled to the usage of the Brand as mentioned in Schedule 3 of the Agreement as well as the designs used in respect of the Outlet. The usage of the Brand, the design of the Outlet and accompanying intellectual property therein for the purposes of this Agreement will not infringe the intellectual property rights of any third party and the Licensee has obtained all applicable consents, waivers, no-objections in relation to the use of the said Brand and designs;

(d) The execution, delivery and performance of the Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate performance required under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of Applicable Law.

(e) The Licensee is not in violation or default of any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Law which may result in any material adverse effect on its ability to perform its obligations under the Agreement.

(f) The Licensee has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Agreement.

(g) The Licensee is a company / partnership firm / recognised legal entity incorporated / constituted under the laws of the jurisdiction of incorporation / constitution and has been properly constituted and is in continuous existence since incorporation.[10]

(h) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the Agreement or which individually or in the aggregate may result in any impairment of its ability to perform its obligations under the Agreement.

[10] To be finalized depending on the nature of entity of the Licensee

(i) No sums, in cash or kind, have been paid to, or accepted by, any person or will be paid to, or accepted by, any person or on its behalf by way of fees, commission or otherwise to induce BMRCL to enter into the Agreement.

(j) The Licensee is able to pay its debts as they fall due or otherwise is solvent as per Applicable Law, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed over the whole or any part of its assets or rights, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under the laws of India or any other applicable jurisdiction.

(k) The Licensee is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to the Licensee.

21 FORCE MAJEURE

21.1 For the purposes of the Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

21.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

21.4 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

21.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

21.6 If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a

continuous period of 90 (ninety) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days prior termination notice in writing to the other Party without being liable in any manner whatsoever.

21.7 The Party affected by a Force Majeure event shall take all reasonable measures to minimize the consequences of such event.

22 SEVERABILITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

23 NO REPRESENTATIONS

BMRCL does not make and shall not be bound by any representations or promises (whether written or oral express or implied by statute, common law, custom or otherwise) with respect to the Station and its appurtenances, or in respect of the Licensed Premises. BMRCL does not expressly or impliedly warrant that the Licensed Premises are now or will remain suitable or adequate for all or any of the uses or purposes of the Licensee and all warranties (if any) as to suitability and adequacy of the Licensed Premises implied by law are hereby expressly negative.

24 MISCELLANEOUS

24.1 Any modification, addition, alteration, refurbishment, or renovation in the Licensed Premises or other activity by which the access to, structure of, design of, visual appeal of or security and safety at the Station may be affected shall be undertaken, only after the prior written approval of BMRCL. Any fit out/ design/ alternations/ modifications/refurbishment shall be in conformity with the overall visual theme and structure of the Station, and the Licensee shall comply with all instructions of BMRCL in this regard.

24.2 In any case where, the doing or executing of any act matter or thing by the Licensee is dependent upon the consent or approval of BMRCL, such consent or approval may be given or withheld by BMRCL in its absolute discretion unless otherwise herein provided.

24.3 For the use of the Licensed Premises only (and not otherwise) the Licensee, its employees/servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the Station ground, subject to such rules and regulations as may be imposed by BMRCL and other authorities in relation to the Station.

24.4 BMRCL shall not be liable for any increase in costs or reduction in net revenue after tax return or other financial burden, loss, liability or damage in connection with the Licensed Premises arising as a result of Change in Law.

24.5 Save as expressly set out herein, no rule of law which might otherwise imply a grant of any right, easement or quasi easement or impose any obligation on the Licensee with respect to its occupation of the Licensed Premises, zone or any Station terminal in

accordance with the provisions of this Agreement shall apply in relation to this Agreement.

24.6 Any failure or delay by BMRCL in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by contract and law, and notwithstanding any specific remedies indicated in this License, the Licensee agrees that BMRCL shall be entitled to pursue all other remedies available to it under contract and law.

24.7 Stamp duty: All stamp, registration, administrative expenses or similar charges and all out of pocket expenses in relation to the Agreement and its preparation and execution shall be paid by the Licensee alone. BMRCL shall retain the fully stamped original of this Agreement and the Licensee shall retain its copy/counterpart.

24.8 Notices: All notices, requests for written approval and other communication provided for in this Agreement shall be submitted in writing and transmitted by registered post at the addresses provided below:

If to the Licensee:

Attention:	[*Mention Name*]
Designation:	[*Mention Designation*]
Address:	[*Mention Address*]
Contact No:	[*Mention Contact No*]
E-mail ID:	[*Mention e-mail ID*]

If to BMRCL:

Attention:	[*Mention Name*]
Designation	[*Mention Designation*]
Address:	[*Mention Address*]
Contact No:	[*Mention Contact No*]
E-mail ID:	[*Mention e-mail ID*]

Either Party may, from time to time, change its address for receipt of notices or other communications provided for in this Agreement, by giving the other Party, not less than 30 (Thirty) days prior written notice in the manner prescribed hereinabove.

24.9 Amendment: Any modification, amendment, or waiver of any provision of this Agreement shall be effective if, but only if, it is in writing and signed by an authorised representative of each Party hereto

24.10 No Partnership: This Agreement shall not be construed by either Party hereto as constituting each of them as the agent of the other.

IN WITNESS WHEREOF, the Parties hereto have subscribed their respective hands to the original and duplicate hereof through their authorized signatories, the day and year first hereinabove written.

Signed and Delivered by the within named]
Bangalore Metro Rail Corporation Limited]
By the hand of its authorized signatory]
Its _____]
In the presence of]

1.

2.

Signed and Delivered by the within named]
_____, Licensee]
By the hand of its authorized signatory]
Its _____]
In the presence of]
1.
2.

SCHEDULE - 1

LICENSED PREMISES

SCHEDULE - 2

BRIEF TERMS OF THE LICENSEE HANDBOOK

THIS HANDBOOK IS AN INDIVISABLE PART OF THE LICENSE AGREEMENT:			
FOR:[LOCATION]	[*Mention Location Code*]		
WITH:[NAME & ADDRESS OF LICENSEE]			
EXECUTED ON:	DAY	MONTH	YEAR
SIGNATURE OF **LICENSEE**			
SIGNATURE OF BMRCL			

1. DEFINITIONS

Capitalized terms used herein shall, unless otherwise required by the context, have the meaning ascribed to them in the License Agreement.

2. TRADE LICENSES & TAXES

2.1. The Licensee undertakes:

(a) **Trade License:** To obtain and pay for, during the said term or any renewal thereof, applicable trade license(s) issued by Bengaluru Mahanagara Palike and/or any other competent authority required under Applicable Law and to submit a copy of the same to BMRCL.

(b) **Tax and Other Charges:** To pay and discharge all rates, taxes, duties and charges whatsoever whether imposed by the local bodies or the State/Central Government which are now or may hereafter be imposed upon or payable in respect of the Licensed Premises and payable by the occupier thereof. If the charges are generic to the Station as a whole and are not required to be specifically paid by the Licensee by reason of it being attributed to ownership and not usage, then such charges shall fall to the account of BMRCL.

3. OBLIGATIONS DURING FITTING OUT OF LICENSED PREMISES

3.1. **Coordination of activities:** The Licensee and its contractors shall co-ordinate their activities with BMRCL and follow the instructions of BMRCL, its agents and engineers. Without limiting the generality of the foregoing this shall include:

(a) Coordination with BMRCL for obtaining electricity and water connections (where possible and appropriate) or any other facilities during the shop fitting

period. Prior permission should be obtained from BMRCL before using any services and the Licensee shall be fully liable for any loss or damage arising as a result of unauthorized use of services.

(b) Obtaining prior consent of BMRCL or its agents before testing any sprinklers and fire protection systems in the premises, whether such system have been provided by BMRCL or incorporated by the Licensee.

(c) The Licensee shall inform BMRCL of its shop-fitting schedule and obtain guidance from BMRCL's agents in respect of designated routes for personnel access, materials and equipment delivery to the premises.

(d) Shop fitting works will be carried out during working hours unless BMRCL in its absolute discretion allows access at other times.

3.2. **Comply with fire and safety regulations:** The Licensee shall ensure that all its agents, employees and contractors shall comply with all fire and safety regulations during the period of fitting out or redecoration of the Licensed Premises. The Licensee shall comply with all fire and safety precautions and shall not store any chemicals, inflammable liquids, acetylene, gas, alcohol, volatile explosive oil or substances upon the Licensed Premises and will not use any of such substances or fluid in the Licensed Premises.

3.3. **Installations and Partitions:** The Licensee shall for the purpose of carrying out the installations, partitioning and other works, use materials of such standard as to type, quality, colour and size as BMRCL, its architects or engineers shall approve and cause such installations, partitioning and other works to be carried out in the Licensed Premises in accordance with the Agreed Specifications and where applicable, the relevant governmental and / or statutory authorities. Such installations, partitioning and other works shall be effected by a contractor appointed by the Licensee and approved by BMRCL and in accordance with approved plans and specifications and under the supervision of an architect or engineer appointed by BMRCL and the completion thereof shall be subject to approval by BMRCL, its architects or engineers and the Licensee shall not make any additions, alterations or renovations to the said installations, partitioning and other works, except with the prior approval in writing of BMRCL; such approval shall not to be unreasonably withheld. No delay in carrying out and completing all or any of the installations, partitioning and other works (including installation of the telephones) in or at the Licensed Premises, whether caused by any governmental and / or statutory authorities or otherwise, shall be a ground for postponing the commencement of the term of the license or relieve in any way the Licensee from the performance and observance of the covenants, conditions, stipulations or agreements herein contained and on its part to be performed and observed.

3.4. **No Hacking**: That the Licensee shall not, whether in the course of its fitting out works or as any ancillary thereto or at any time for any purpose whatsoever, execute or permit to be executed any works involving the hacking of the floors or walls of the Licensed Premises without the prior written permission of BMRCL. Any work requiring alteration of the walls, ceiling or floors of the Licensed Premises shall be carried only with prior permission of BMRCL.

3.5. **Opening for business:** The Licensee shall not open the Licensed Premises for business until such time that the shop fittings are completed and works in respect thereof have been executed by the Licensee in accordance with the Agreed Specifications.

3.6. **Observation of rules:** The Licensee shall observe and conform to existing shop fitting rules and other rules and regulations imposed from time to time by BMRCL for the proper and efficient administration and functioning of The Metro

4. USE OF LICENSED PREMISES BY LICENSEE

4.1. **Permitted Use:** The Licensee will not use or permit to be used the Licensed Premises or any part thereof other than for the purpose of operating the Outlet and will not permit or suffer the use of the same or any part thereof for any other purpose, whether temporary or permanently. The Licensee shall not allow the premises to be used as a place of residence or sleeping or accommodation of any person.

4.2. **Assignment or other dealing:** The Licensee will not, during the continuance of this License, assign sublet, grant any license whatsoever under any title such as management or investment contract or otherwise deal with or dispose of the Licensed Premises or any part thereof to any other party.

4.3. **Conduct of Business**: The Licensee shall at all times during the term of License and any renewal thereof:

(a) Conduct its business at the Licensed Premises under the business or trade name specified in Schedule 3 of the License Agreement;

(b) Open and keep the Licensed Premises open for business on all the seven days of the week during the following normal business hours or as may be adjusted by BMRCL;

(c) Warehouse, store and / or stock in the Licensed Premises in a proper manner, without creating any mezzanine or using the false ceiling as a storage area (unless otherwise specifically permitted in writing by BMRCL), only such goods, wares and merchandise as the Licensee intends to offer for sale in, at or from the Licensed Premises or as necessary to supply service to customers; such services and goods shall be of an appropriate standard, commensurate with the reputation of BMRCL;

(d) Refer to the Station by its proper name wherever the Licensee designates or refers to the Station in any newspaper or other advertising, stationary, or other printed material, including any packing, packaging or carry bags.

4.4. **Merchandising Display**

(a) The Licensee shall use to best advantage all space available in the Licensed Premises for display and adequate merchandising of the Licensee's products and will keep the signage, display windows and other appropriate parts of the Licensed Premises adequately lighted during business hours and such periods of time as may, from time to time, be required by BMRCL in respect of all retail business in the Station. The display window lighting should preferably be controlled by a separate timer, the lighting intensity should be minimum of 1000

lux at one meter height from the floor and all lighting insider the shop should be of an appropriate colour rating to suit the displayed merchandise. The Licensee shall not by the installation of any fittings, equipment, facilities or illumination or by the display of merchandise or other objects or otherwise, spoil, impair or detract from the architectural form or style or appearance of the Licensed Premises, the Circulating Area or the Station generally.

(b) The Licensee shall not place or display any merchandise or advertising material of any nature whatsoever outside the Licensed Premises or in any part of the Circulating Area without the prior approval in writing of BMRCL.

4.5. **Signs**: The Licensee shall not, without the prior approval in writing of BMRCL erect, display, affix or exhibit on or to the exterior of the Licensed Premises or the interior face of any shop front of the Licensed Premises any signs, lights, embellishments, advertisements, name or notice which do not conform to reasonable requirements and standards of BMRCL as to design, quality, size and appearance.

4.6. **Restriction on use of name and logo of the Station**: The Licensee shall not, without BMRCL's prior written consent, use the name of the Station or any picture or likeness of the building or the Licensed Premises in its registered or trading name or for any advertising or purpose other than as the address and place of business of the Licensee; provided that the Licensee shall be entitled to incorporate references to and illustrations and sketches of the Station in any dockets, vouchers, catalogues, advertisement or sales promotion material relating to the business carried on by it in the Station. The Licensee is also encouraged by BMRCL to use the logo of BMRCL in all advertisements and sales promotions, but without any alteration in style or colour after obtaining the consent, in writing, to such use from BMRCL.

4.7. **Radio, Television, Aerials:** The Licensee shall not erect or place upon, within or outside the Licensed Premises any radio or television aerial or antenna or any loudspeakers, screens or similar devices or equipment and will not use or permit to be used any radio, gramophone, television or other like media or equipment likely to be heard or seen from outside the Licensed Premises.

4.8. **Circulating Areas**: The Licensee shall not, by its employees or agents, solicit business in the parking or other Circulating Areas, nor distribute pamphlets or other advertising matter in motor or other vehicles parked in the parking area or in any other Circulating Areas and shall at all times comply with any rules and regulations from time to time laid down by BMRCL or its agents. The term "**Circulating Areas**" shall mean and refer to the ticketed and non-ticketed areas in and surrounding the Station but excluding the Licensed Premises, which passengers of the metro may access.

4.9. **Rules and Regulations of the Station**: The Licensee shall at all times observe and comply with rules and regulations of the Station relating to the management and care of the Station and the conduct of Licensee. The Licensee agrees that failure of the Licensee to keep any of such rules and regulations, as may from time to time be in force, shall constitute a breach of the terms of this License in the same manner as if the rules and regulations were contained herein as covenants with BMRCL.

4.10. **No Auctions:** The Licensee shall not conduct or permit to be conducted at the Licensed Premises any auction, clearance or liquidation sale, events or unethical business practice.

4.11. **Restrictions on Advertising:** The Licensee shall not use any public area beyond the Licensed Premises for any business or commercial purposes or the display or advertisement of any goods or services except with the consent in writing of BMRCL and in accordance with any conditions imposed by BMRCL.

4.12. **Air conditioning units:** The Licensee shall not, without the prior written consent of BMRCL, install any additional air conditioning or cooling units or other methods of cooling, other than those approved at the fitting out stage. If approved, the Licensee shall pay BMRCL any additional cost in the running of the unit/s.

4.13. **No Assignment:** The Licensee shall not, and shall not be entitled to, sub-license or sub-contract its obligations hereunder or the Licensed Premises or any part thereof, or assign or transfer its license or rights hereunder or any part thereof or permit any other person to use the Licensed Premises (whether directly or indirectly).

4.14. **Infectious Illness**: The Licensee will, in the event of any infectious illness occurring in the Licensed Premises, forthwith give notice thereof to BMRCL and to the proper public authorities and will, at its expense, thoroughly fumigate and disinfect the Licensed Premises to the satisfaction of such public authorities and otherwise comply with their reasonable and lawful requirements with regard to the same.

4.15. **No Touting:** The Licensee shall not by itself, its employees or agents carry out any touting activities in the Circulating Area or in any other part of the Station.

4.16. **Pay Telephones:** The Licensee shall not apply for, install or allow the use of a pay telephone in the Licensed Premises, except where the business of the Licensee is the provision of such services.

5. UPKEEP

5.1. **Repair**: The Licensee will maintain, repair and keep the whole of the Licensed Premises in good and substantial repair, working order and condition and particularly all machinery, equipment, fixtures and things thereto belonging or which at any time during the said term or renewal thereof shall be erected therein or thereon or be part thereof.

5.2. **Specific Obligations**: The Licensee will, without affecting the generality of sub-clause above, at the Licensee's expense:

(a) **Cleaning:** Cause the Licensed Premises (including external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste, trash and garbage in proper receptacles.

(b) **Damage to Circulating Area:** Make good any breakage, defect or damage to the Circulating Area or any fixtures and/ or to any adjoining premises or any facility or appurtenances thereof occasioned by want of care, misuse or abuse on

the part of the Licensee or the Licensee's employees, agents, contractors or subcontractors or invitees or otherwise occasioned by any breach or default of the Licensee or anyone claiming under it of any rules and regulations of BMRCL made pursuant hereto.

(c) **Replace Breakages:** Immediately repair and replace all broken glass including exterior show-windows with glass of the same or similar quality and all damaged or broken lighting, electrical equipment (including light globes and fluorescent tubes) and plumbing installed upon the Licensed Premises.

5.3. **Comply with Statutes:** Forthwith comply with all statutes, ordinances, proclamations, orders or regulations present or future affecting or relating to the use of the Licensed Premises and with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the Licensed Premises or the use thereof and will keep BMRCL indemnified in respect of all such matters in this paragraph referred to; provided always that the Licensee shall be under no liability in respect of any structural alterations, the requirement for which was not caused or contributed to by the Licensee's use or occupation of the Licensed Premises.

5.4. **Remove Signs:** Upon vacating the Licensed Premises or immediately prior thereto, at the request of BMRCL, remove any signs, names, advertisements or notices erected, painted, displayed, affixed or exhibited upon, to or within the Licensed Premises and make good, any damage or disfigurement caused by reason of such erection, painting, displaying, affixing, exhibiting or removal thereof.

5.5. **Equipment and Appliances:** The Licensee shall not install any additional electrical fixtures/equipment/appliances, or any apparatus for illuminating the Licensed Premises without the written consent of BMRCL which would cause the allowable limit of the maximum demand of electricity, stipulated for the Licensed Premises to be exceeded. If the Licensee requires additional electrical load the same shall be requested in writing to BMRCL, then BMRCL at its sole discretion accept or reject such applications. In event of acceptance of such applications the charges may be reviewed and revised.

5.6. **BMRCL's Right to Inspect:** BMRCL and its agents may at all reasonable times upon giving to the Licensee reasonable notice, (except in case of emergency when no notice shall be required) enter upon the Licensed Premises and view the state or repair thereof, and may serve upon the Licensee a notice in writing of any defect for the repair of which the Licensee may be responsible hereunder, requiring the Licensee within a reasonable time to repair the same; such repair will be made subject to the satisfaction of BMRCL.

5.7. **Premises to be kept free of pests:** The Licensee will take all reasonable precautions to keep the Licensed Premises free of rodents, vermin, insects, pests, birds and animals.

5.8. **Signs:** The Licensee acknowledges that the illumination of the external signs of the Licensed Premises will be kept illuminated during such hours as BMRCL may deem fit and notwithstanding that the Licensee may not be carrying on business at such time.

6. INDEMNITIES

The Licensee shall be wholly responsible for and indemnify BMRCL against any loss, damage or injury caused to any person whomsoever or any property whatsoever whether directly or indirectly through the defective or damaged condition of any part of the interior of the said Licensed Premises or any fittings, fixtures or wiring therein for the repair of which the Licensee is responsible hereunder or through or any way owing to the spread of fire or smoke or flow of water from the said Licensed Premises or any part thereof through the act, default or neglect of the Licensee, its employees, agents, licenses or customers.

7. NOT TO CLOSE PREMISES

The Licensee shall not close the Licensed Premises or shut down its operations for any period during business hours without prior written permission from BMRCL. In the event of violation of this Clause, the Licensee shall, in addition to the License Fee ordinarily payable, also be required to pay BMRCL an additional amount equal to the pro-rated amount of the License Fee payable for the period during which the Licensed Premises are shut down or not operational.

8. CERTAIN RESERVED RIGHTS OF BMRCL

8.1. **Outlets in Circulating Areas:** BMRCL reserves the right, from time to time during the term hereof, to erect, remove and re – erect outlets and other structures in any part of the Circulating Area and to grant to any person the exclusive use of all or any part thereof for such purposes, for such periods and upon such terms and conditions as BMRCL may, in its absolute discretion, think fit.

8.2. **Events in Circulating Areas:** Notwithstanding anything herein contained or implied to the contrary BMRCL may permit any person or organization to hold any function or exhibition or display any merchandise or organize any parade, theatre, display or show in any part or parts of the Circulating Area at such times and upon such terms and conditions as BMRCL may in its absolute discretion think fit.

8.3. **Public Address System:** BMRCL may provide and install a public address system throughout the Circulating Area or any part thereof and may play, relay or broadcast or permit any other person to play, relay or broadcast recorded music or public announcements thereon.

8.4. **Rules of Station:** BMRCL shall have the right at any time and from time to time to delete, vary, amend or add to the rules and regulations hereunder in such manner whenever BMRCL deems such variations, amendment, deletion or addition thereto shall be necessary or desirable for regulating the use of the Licensed Premises or the Circulating Area or the Station or any part thereof and / or for the safety, care and cleanliness thereof.

8.5. **Consent or approval of BMRCL:** In any case where, pursuant to these presents or to any rule or regulation made hereunder, the doing or executing of any act matter or thing by the Licensee is dependent upon the consent or approval of BMRCL, such consent or approval may be given or withheld by BMRCL in its absolute discretion unless otherwise herein provided.

9. ABSOLUTE EXCLUSIONS

Notwithstanding anything to the contrary herein contained the Licensee hereby covenants with BMRCL not to use or permit or suffer the use of the Licensed Premises or any part thereof for:

(a) Any illegal or immoral purpose;
(b) Public meeting purposes;
(c) Any way connected with gambling or betting;
(d) Any purpose which could be a nuisance or annoyance to adjacent owners or occupiers;
(e) The manufacture, storage, distribution or sale of liquor unless specifically license;
(f) The storage, sale, distribution or use of noxious goods, arms, ammunition, gunpowder, combustible substance, (other than gas stoves, if expressly permitted in case of a particular Licensee under the Bid Document or License Agreement) hazardous goods or illegal drugs .

10. MISCELLANEOUS RULES AND REGULATIONS OF THE BUILDING

10.1. The Licensee shall not in any way cover or obstruct any lights, sky lights, windows or other means of illumination of the Circulating Area or of the Station generally.

10.2. The Licensee will use or permit to be used for the receipt delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Licensed Premises and the Circulating Area and at such times as BMRCL may from time to time direct and at such times as are prescribed by BMRCL.

10.3. The Licensee shall not throw or permit to be thrown or be dropped or to fall any articles or substance whatsoever from or out of the Licensed Premises, and shall not litter any part of the Circulating Area or any public footpath or way as immediately adjoin the Licensed Premises, and further shall not place upon any sill, ledge or other like part of the Licensed Premises or the Circulating Area any article or substance.

10.4. The Licensee shall not allow any accumulation of rubbish in the Licensed Premises and shall ensure, at all times, that the garbage and refuse from the Licensed Premises is removed to such locations as shall be specified by BMRCL and to use only that type of refuse container as is specified by BMRCL from time to time and to segregate refuse, prior to removal, in a manner prescribed by BMRCL. In the event of default by the Licensee, BMRCL will do so at the Licensee's cost.

10.5. The Licensee will use its best endeavours to protect and keep safe the Licensed Premises from theft or robbery and shall make its own security arrangements.

10.6. No rubbish waste or incense shall at any time be burnt upon the Licensed Premises or the Circulating Area or any part thereof.

10.7. All blind shades, awnings, window ventilators and other similar fittings and fixtures installed by the Licensee in or upon the Licensed Premises and visible from outside the Licensed Premises shall conform to the reasonable requirements and standards of BMRCL.

10.8. BMRCL shall be entitled to close the Station and the Circulating Area or any part thereof and to prevent and prohibit any person from entering or remaining thereon during the hours when the metro rail is not operational, However after obtaining the prior written consent of BMRCL the Licensee shall be permitted to enter the Station after or before the above said business hours for maintenance activities of Outlet and stocking of store supplies.

10.9. Notwithstanding anything herein before contained, the Licensed Premises shall not be or remain open for business at or during anytime or times prohibited by law.

10.10. The Licensee shall not bring or permit any person to bring or leave in or about the Station any bicycle or similar machine or any animal or play or permit any person to play any musical instrument in or about the Licensed Premises.

10.11. BMRCL shall be entitled to determine the hours of illumination of signs in accordance with the hours of trading prescribed in the License Agreement or as may be notified to the Licensee by BMRCL.

10.12. The Licensee shall not suspend heavy loads from ceiling, main structure walls or suffer floors to be loaded beyond safety limits.

SECTION – 9: LAYOUT PLANS

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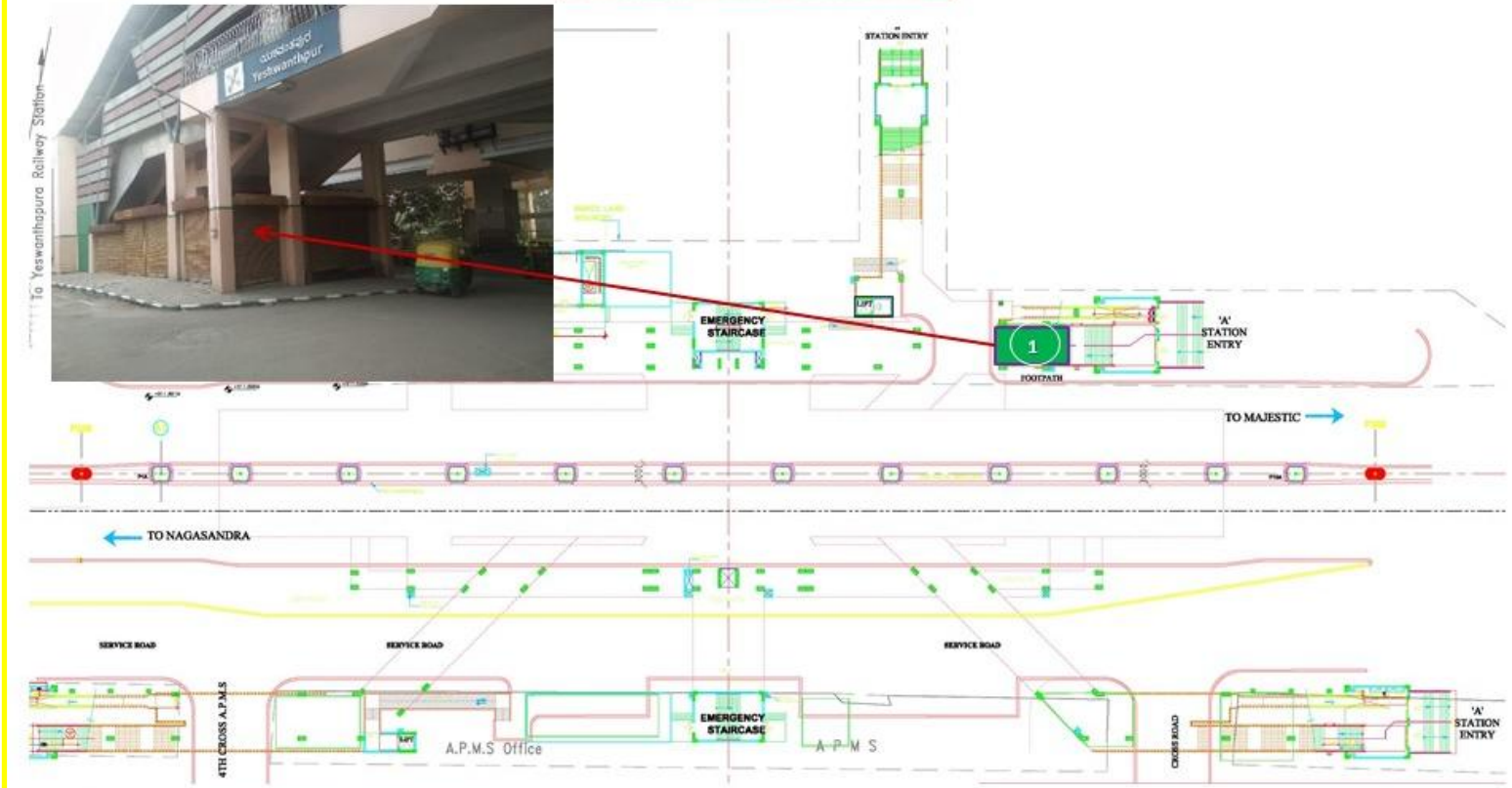
MADAVARA GROUND LEVEL

MADAVARA GROUND LEVEL			
Sl.No	Location Code	Size In feet	Area (In Sq.ft)
1	RO-BIEC-GL-1	28' X 10'	280

YESHWANTHPUR GROUND LEVEL



YESHWANTPUR GROUND LEVEL			
Sl.No	Location Code	Size In feet	Area (In Sq.ft)
1	RO-YPM-GL-10	35'X 21'	735

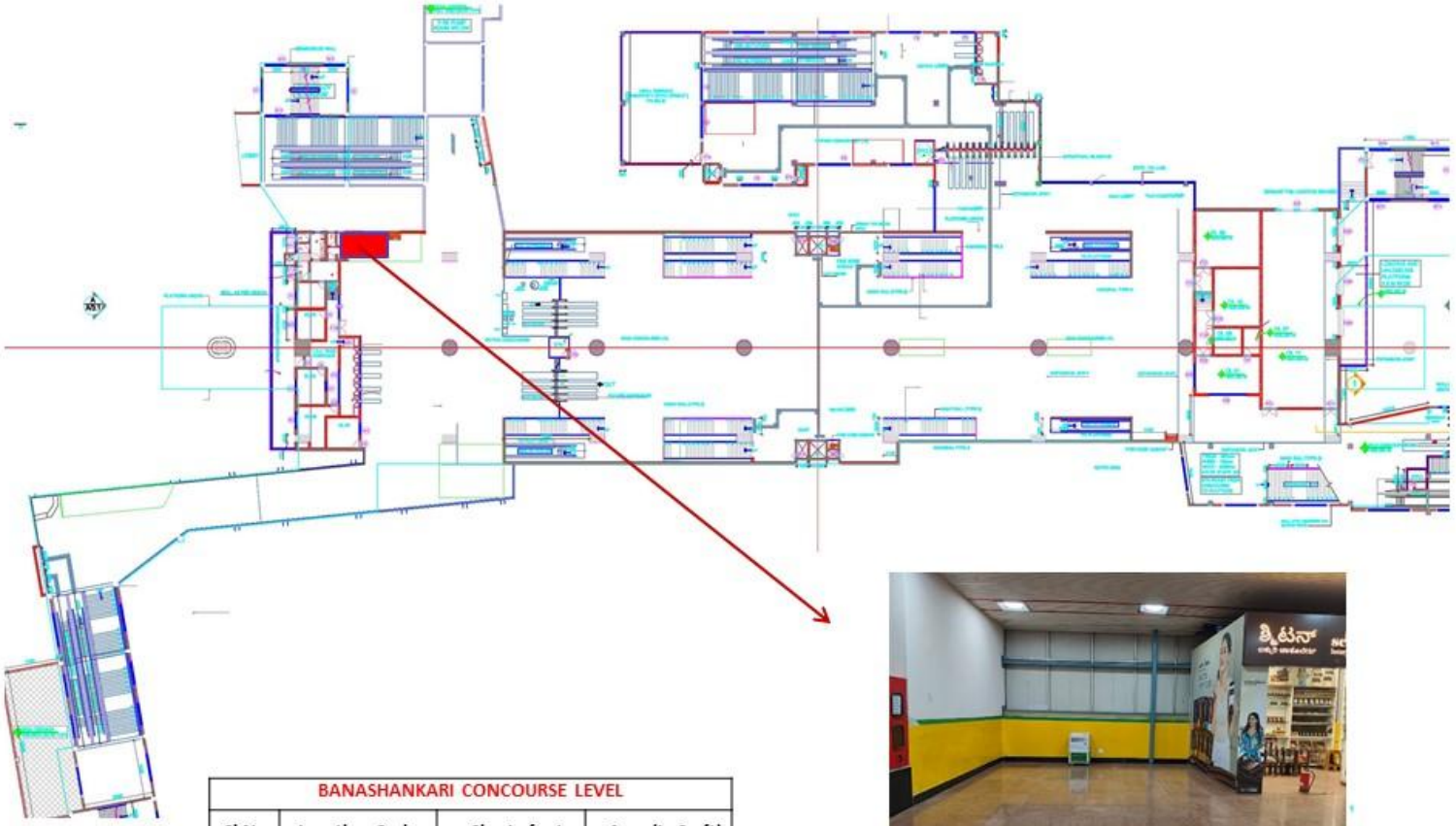
SAMPIGE ROAD MANTRI SQURE OUT SIDE STATION

SAMPIGE ROAD MANTRI SQURE OUT SIDE STATION			
Sl. No	Location Code	Size In feet	Area (In Sq. ft)
1	RO-SPGD-OS-1	Odd Dimension	8,000

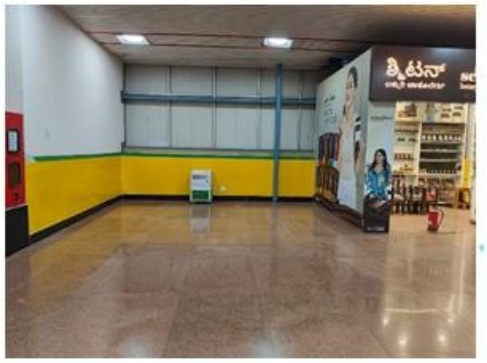
K.R MARKET GROUND LEVEL

K.R MARKET GROUND LEVEL			
Sl.No	Location Code	Size In feet	Area (In Sq.ft)
1	RO-KRMT-GL-1	Odd Dimension	1150
2	RO-KRMT-GL-2	33' X 25'	825

BANASHANKARI CONCOURSE LEVEL



BANASHANKARI CONCOURSE LEVEL			
Sl.No	Location Code	Size In feet	Area (In Sq.ft)
1	RO-BSNK-CL-1	15' X 22'	330



PATTANDUR AGRAHARA ITPL OUT SIDE STATION
GROUND LEVEL

PATTANDUR AGRAAHARA CONCOURSE FOB LEVEL			
Sl. No	Location Code	Size In feet	Area (In Sq.ft)
1	RO-ITPL-CL-FOB-1	60' X 14'	840